2026 MILL AND OVERLAY PROGRAM

Bidder Information – Methods to Receive updates:

All bid addenda or clarifications will be issued on the Town's website at www.Secaucusnj.gov. All interested bidders are solely responsible for checking the website through the bid opening date and time listed above for any changes to the bid specifications or bid opening.

The Town of Secaucus is only responsible for forwarding addendum to the bidders who obtained the bid documents from the Town of Secaucus Engineering office and have left the appropriate contact information, or those who have put the Town of Secaucus on notice that they have received the specifications from the Town Website. Please Email Scott Goodman sgoodman@secaucus.net to be added to the list.

BID DOCUMENTS

FOR

2026 Mill and Overlay Program

TOWN OF SECAUCUS
OFFICE OF PURCHASING
1203 PATERSON PLANK ROAD
SECAUCUS, NEW JERSEY 07094

PROJECT SPECIFICATIONS

FOR THE

2026 MILL AND OVERLAY PROGRAM

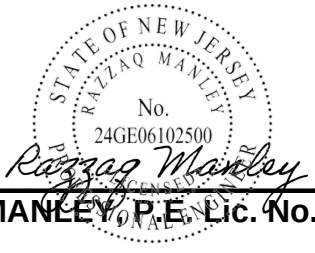
TOWN OF SECAUCUS
HUDSON COUNTY, NEW JERSEY

August 2026

Prepared By:

TOWN OF SECAUCUS

ENGINEERING DEPARTMENT
20 Centre Avenue
Secaucus, New Jersey 07094
(201) 617-5913



RAZZAQ S. MANLEY, P.E. Lic. No. 24GE06102500

09/01/2026

DATE

TOWN OF SECAUCUS
NOTICE TO BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that sealed bids will be received by the **Town of Secaucus**, County of Hudson, State of New Jersey for the **2026 MILL AND OVERLAY PROGRAM.**

Specifications may be examined and obtained online at www.Secaucusnj.gov or at the Town of Secaucus' Engineering Office, 20 Centre Ave, Secaucus, Hudson County, New Jersey during regular business hours 9:00 A.M – 4:00 P.M.

All bid addenda or clarifications will be issued on the Town's website at www.Secaucusnj.gov. All interested bidders are solely responsible for checking the website through the bid opening date and time listed above for any changes to the bid specifications or bid opening.

The Town of Secaucus is only responsible for forwarding addendum to the bidders who obtained the bid documents from the Town of Secaucus Engineering office or who have notified the department of their appropriate contact information, once they have received the specifications from the Town Website.

A NON-REFUNDABLE fee of *$25.00 (Twenty-Five Dollars)* in the form of a check payable to the *Town of Secaucus will* be required for each set of paper specifications requested.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFCIATIONS, EITHER BY MAIL OR IN PERSON. NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

Said Bids will be received, opened and read aloud in public at the Town of Secaucus Municipal Building, 1203 Paterson Plank Road, 2nd Floor, Council Chambers II on September 17, 2026 at 11:00 A.M. prevailing time.

The project will consist of asphalt maintenance and repair as needed on a per street basis, as determined by the governing body for a period of one (1) year, with a possible one (1) year extension approved by the governing body. Work shall include, but not limited to: HMA milling, 3" or less; HMA 9.5M64 surface course; HMA pavement repair; inlet Eco curb piece; inlet bicycle safe grates; Speed table installation; ADA Ramp Installation.

Bids must be on the bid form prepared by the Town of Secaucus' Engineering Department, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. **An original and two (2) copies of the proposal documents must be submitted to and be received by the Town, via mail or hand delivery, at the time and place stated in the Legal Notice to Bidders. Said bids shall be addressed to the Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, NJ 07094.** Bid documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Bid Request not received by the Town by the time and date specified for receipt will be rejected.

Each bid shall be accompanied by a certified check, cashier's check or bid bond duly executed by the bidder as principal and having as surety thereon a surety company approved by the Town of Secaucus in an amount not less than ten percent (10%), but in no case in excess of $20,000.00. Any such bid bond shall be without endorsement or conditions. Bid shall be accompanied by a certificate letter from a surety company stating that it will provide the bidder with the completion bid.

The Town of Secaucus reserves the right to consider bids for sixty (60) days after the receipt thereof, and further reserves the right to reject any or all bids, either in whole or in part and also to waive any informality in any and make such awards or take action as may be in the best interest of the Town of Secaucus.

The award of the contract shall be made subject to the necessary funds to do the work being provided by the Town of Secaucus in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary funds to do the work have been provided by the Town of Secaucus in a lawful manner. The award shall further be subjected to the securing of necessary state, federal, or local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.*, N.J.S.A. 34:11-56.25 *et seq.* and the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*).

The contractor is further notified that they must comply with N.J.S.A. 52:25-24.2 and submit a Disclosure of Ownership Statement.

The contractor is further notified that they must comply with the N.J.S.A. 34:11-56.48 *et seq.*, Public Works Contractor Registration Act and the contractor and any subcontractors must be registered in accordance with the Act.

The contractor is also further notified that they must comply with N.J.S.A. 52:32-44 and submit proof of business registration and submit proof of business registration for any named subcontractors in accordance with the Act.

By Order of the Mayor and Town Council

Publication date: September 2, 2026

PROPOSAL SECTION

BID DOCUMENT CHECKLIST

Town of Secaucus

2026 Mill and Overlay Program (Name of Project)

26-107 (Project or Bid Number)

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

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
✓	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
✓	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2 (Stockholders Statement)	
✓	A listing of subcontractors as required by N.J.S.A. 40A:11-16 (Subcontractors Declaration)	
✓	A bid guarantee as required by N.J.S.A. 40A:11-21 (Bid Bond, Certificate Check or Cashier's Check)	
✓	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22 (Consent of Surety)	

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

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
✓	Public Works Contractor Registration Form	
✓	New Jersey "Business Registration Certificate" Form	
✓	Background Questionnaire	
✓	Debarred List Affidavit	
✓	Submission of a Non-Collusion Affidavit (this form must be notarized)	
✓	Affirmative Action Requirements	
✓	Bidder Certificate showing ability to perform contract, pursuant N.J.S.A 40A:11-20	

✓	Disclosure of Investment Activities in Iran	
✓	Certification of non-involvement in prohibited activities in Russia or Belarus	
✓	Bid Form	

C. Owners statement with respect to N.J.S.A. 40:11-23.1(c): See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.

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

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Print Name and Title: _____

Date: _____

Company Name: _____

Mailing Address: _____

Physical Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

Town of Secaucus

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

Pursuant to the N.J.S.A. 40A:11-23(c) & (d), the undersigned bidder hereby acknowledges receipt of the following notices, revisions or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in the bid proposal may be subject for rejection of the bid.

Title of Addendum/Revision	**Received Via (email, fax, etc.)**	**Date Received**

☐ No addenda were received

ACKNOWLEDGEMENT OF BIDDER

Name of Bidder: _____

Bidder's Signature: _____

Printed Name & Title: _____

Date: _____

OWNERSHIP DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

		YES	NO
1.	The vendor is a **Non-Profit Entity**; and therefore, no disclosure is necessary.	☐	☐
2.	The vendor is a **Sole Proprietor**; and therefore, no other disclosure is necessary. A Sole Proprietor is a person who owns an unincorporated business by himself or her-self. A limited liability company with a single member is not a Sole Proprietor.	☐	☐
3.	The vendor is a **corporation, partnership, or limited liability company**.	☐	☐

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

		YES	NO
4.	For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities?	☐	☐

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

NAME			
ADDRESS			
ADDRESS			
CITY	**STATE**	**ZIP**	

5. As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest.*

_____

_____

_____

* *Attach additional sheets if necessary*

SUBCONTRACTOR DECLARATION

Each bidder shall set forth in the bid the names, address and license number (when required) of each subcontractor for the furnishing of plumbing, and gas fitting and all kindred work, and of the steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work, steam power plants and kindred work, and electrical work, including any electrical power plants, tele-data, fire alarm, or security system, and structural steel and ornamental iron work, if any, for the construction, alteration or repair of any public buildings.

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories shall provide the required information with regards to that subcontractor in the appropriate space for each specialty trade category applicable to the contract.

Whenever a bid sets forth more than one subcontractor for any of the categories listed below, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for the category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder had agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

All bidders seeking to perform plumbing work on a publically bid contract are required to comply with N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq. These provisions require that plumbing work on such contract may only be performed by an entity in which a licenses master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a public bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq. in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-1 et seq. and N.J.A.C. 13:32-1.1 et seq. in the subcontractor.

There shall be submitted proof that each subcontractor is qualified in accordance with the rules and regulations of the State of New Jersey when such rules and regulations exist.

A general contractor that intends to perform work in one or more of the specialty trade categories through the use of its own employees or the general contractor himself rather than through the utilization of a subcontractor shall write the work "**IN-HOUSE"** next to each applicable category and then inset the name, and license number where required, of each such employee or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

If the contract does not involve the any of the specialty trade categories below, please insert the word **"NONE"** in each appropriate space provided.

Plumbing Work:_____

Name_____ Phone # _____
Address_____
License Number:_____

Gas Fitting and All Kindred Work:_____

Name_____ Phone # _____

Address_____
License Number: Not Applicable Certification Number (for medical Gas Piping Installation): _____

Steam Power Plants, Steam and Hot Water heating and Ventilating and Refrigeration Apparatus and all Kindred Work:

Name_____ Phone # _____
Address_____
License Number: Not Applicable

Electrical Work, Including any Electrical Power Plants:_____

Name_____ Phone # _____
Address_____
License Number:_____

Tele-Data-Systems:_____

Name_____ Phone # _____
Address_____
License Number:_____
Telecommunication Exemption (Provide copy of letter and ID card) Number:_____

Fire Alarm Systems:_____

Name_____ Phone # _____
Address_____
License Number:_____
Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number:_____

Security Systems:_____

Name_____ Phone # _____
Address_____
License Number:_____

Structural Steel and Ornamental Iron Work:_____

Name_____ Phone # _____
Address_____
License Number: Not Applicable

BID SECURITY

Attach bid bond, cashier's check or certified check in the amount of 10% of the bid, but not in excess of $20,000.00.

CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the bidder is awarded the contract that the surety company will supply the bonds for the contract.

1. Must be irrevocable, unconditional commitment by the surety to issue on behalf of the bidder the bond or bonds set forth in the contract documents upon award of the project in the full amounts specified.
2. Must include all bonds required by the contract documents i.e. performance, labor and material payment, maintenance, environmental, etc.
3. Certificate (Consent) of Surety is not waivable and will be considered a material defect resulting in rejection of bid if omitted from bid package.
4. Must not contain any provision that would serve to limit the surety's liability to the "spread to second" bidder in the event the bidder fails to enter into a contract upon award.

Sample wording is as shown below:

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and consideration of the sum of $_____, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned, and for other valuable consideration, the

_____ Insurance Company,
(Surety Company)

_____
(Address)

SAMPLE

Existing under the laws of the State of New Jersey and licensed and authorized to do business in the State of New Jersey certifies and agrees, that if the contract for (Contracting Agency) _____ for: (Project) _____ is awarded to (Bidder) _____ the undersigned will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Bidder, provided however, that this commitment shall expire sixty (60) days from the bid opening, unless agreed upon by Bidder, Owner and Surety to be extended.

Signed, sealed and dated this _____ day of _____, 20___.

_____ Insurance Company
(Name)

By _____
(Name)
Attorney in Fact

(To be accompanied by the usual proof of Authority of Officers of officers of the Surety Company to execute same)

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

N.J.S.A. 34:11-56.48 et seq. requires that contractors and subcontractors, be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance. The definition in the law is as follows:

"Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the "New Jersey Prevailing Wage Act, "P.L.1963, c.150 (C.34:11-56.25 et seq.) and includes and subcontractor or lower tier subcontractor of a contractor as defined herein.".

1. All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received by the public entity.
2. All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal with be determined to be non-responsive.
3. Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.
4. The law requires contractors to submit certificates after bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
5. After bid proposals are received, and prior to contract award, the contractor must submit to the public entity copies of certifications of all listed sub-contractors.
6. Prior to the work being performed by non-listed subcontractors, the contractor must submit to the public entity copies of certifications of all non-listed subcontractors.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the NJ Department of Labor, Division of Wage and Hour compliance in accordance with N.J.S.A. 34:11-56.48 et seq.

Name	Not Registered	Registration Number
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn
before me this ____ day
of _____, 2____

_____ _____
Signature

Notary Public of _____

My Commission Expires _____ _____
(Seal) (Name and Title Type or Print)

NEW JERSEY "BUSINESS REGISTRATION CERTIFICATE" FORM

N.J.S.A. 52:32-44 et seq. requires that Business Organizations, be registered with the New Jersey Department of Treasury, Division Revenue. The definition in the law is as follows:

""Contractor" means a business organization that seeks to enter, or has entered into, a contract with a contracting agency;

"Contract" means any agreement, including but not limited to a purchase order or a formal agreement for the provision of goods, performance of services, or construction of a construction project, which is a legally binding relationship enforceable by law, between a contractor and a contracting agency that agrees to compensate the contractor, as defined by and subject to the terms and conditions of the agreement; and where the goods that are received, services that are delivered, and construction that is constructed is within the geographic borders of the State of New Jersey and where:

1. The value of a single contract with the contractor is in excess of 15 percent of the amount of the contracting agency's bid threshold; or
2. When the aggregate amount of contracts with the contractor, during the fiscal year of the contracting agency, exceeds 15 percent of the amount of the contracting agency's bid threshold.

Please indicate below, for the bidder and all subcontractors listed on the "Subcontractor Declaration" herein, as to their registration with the New Jersey Department of Treasury, Division of Revenue in accordance with N.J.S.A. 52:32-44 et seq.

The Contractor shall provide the contracting agency with the business registration of the contractor and that of any names subcontractor prior to the time a contract, purchase order, or their contracting document is awarded or authorized.

Name	Not Registered	Registration Number
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn before me this ____ day
of _____, 2____

_____ _____
Signature

Notary Public of _____

My Commission Expires _____ _____
(Seal) (Name and Title Type or Print)

BACKGROUND QUESTIONNAIRE

In accordance with the paragraph entitled “Qualification of Bidders” of “Information for Bidders”, provide the following information:

Date of Organization of Company _____

Name and address of offices: _____

President _____

Vice President _____

Secretary _____

Treasurer _____

EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____
2. How many years’ experience in this type of construction work has your organization had? _____
3. What are the latest projects (within the last five years) your organization has completed? (Attach additional pages if necessary)

	Contract Amount	Date Work Completed	For Whom
A.	$_____	_____	_____
B.	$_____	_____	_____
C.	$_____	_____	_____
D.	$_____	_____	_____
E.	$_____	_____	_____

Names, Address and Telephone Numbers of Reference for items listed above:

	Name and Address	Telephone Number
A.	_____	_____
	_____	
B.	_____	_____
	_____	
C.	_____	_____
	_____	

	Name and Address	Telephone Number
D.	_____	_____
	_____	
E.	_____	_____
	_____	

4. Have you ever failed to complete any work awarded to you (within the last ten years)? _____
   If so, where and why? _____
   _____

5. Have you or has any officer of your organization ever been an officer or partner of some other contracting organization that failed to complete any work (with in the last ten years)? _____
   If so, state the name of the individual, position and the name of the organization.

   _____

   _____

   Did this contracting organization ever fail to complete any work awarded it (within the last ten years)?
   _____
   Is so, where and why? _____

6. Give list of uncompleted contracts at present held by you:

Name of Contract	Contracting Agency	Amount
_____		$_____
_____		$_____
_____		$_____

Name of Contract	Contracting Agency	Amount
_____		$_____
_____		$_____

7. State approximately the largest amount of work you have done in any one year (within the last five years) of a similar nature to the work being bid on.

   _____

   _____

8. List the equipment available for the performance of work under the proposed contract (attach additional sheets if necessary)

   _____

   _____

   _____

   _____

   _____

   _____

STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
the bidder making this Proposal for the bid entitled _____, and that I
(title of bid proposal)
executed the said proposal with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in the affidavit are true and correct, and made with the full knowledge that the _____ as the Owner relies upon the
(name of contracting unit)
truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

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

The undersigned understands that the firm making the bid as Contractor is subject to debarment, suspension and/or disqualification in contracting with the State of New Jersey, if the Contractor, pursuant to N.J.A.C. 12:60-7.1 et seq., commits any of the acts listed therein, and as determined according to applicable law and regulation.

_____

_____

_____
(Insert Name, Telephone No., Fax No.
and Address of Contractor)

_____
(Insert Name and Title of Affiant)

Subscribed and sworn
Before me this ____ day
of _____, 20_____
_____
Notary Public of _____
My Commission Expires _____, 20_____
(Seal)

Town of Secaucus

NON-COLLUSION AFFIDAVIT

I certify that I am _____

of the firm of _____

the Respondent making this Proposal for the bid or proposal for the above named project, that I executed the said proposal with full authority to do so; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and this affidavit are true, correct, and made with full knowledge that the Town of Secaucus relies upon the truth of the statements contained in said Proposals and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies.

Signature of Representative: _____

Subscribed and sworn to before me this_____ day of _____, 20_____

Print Name of Affiant: _____

Notary Public of _____

My commission expires_____

This form MUST be completed, notarized, and submitted with the bid document

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

1. All successful contractor(s) must submit, to the agencies named below, after a notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The undersigned certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned further understands that his/her bid may be rejected as non-responsive if the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. are not complied with.

_____

_____

_____
(Insert Name, Telephone No., Fax No.
and Address of Contractor)

_____
(Insert Name and Title of Affiant)

Subscribed and sworn

Before me this ____ day

of _____, 20_____

_____

Notary Public of _____

My Commission Expires _____, 20_____

(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

State of New Jersey
County of _____ ss:

I, _____ residing in _____

in the County of _____ and State of _____of full age, being duly

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

1. I am a(n) owner, partner, shareholder or officer of the company set forth below and am duly authorized to execute this affidavit on its behalf.

(Check appropriate Statement(s))

____ I own, lease or control the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for

____ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.
If the bidder is not the actual owner or lessee of all the necessary equipment, provide the source from which the equipment will be obtained (Attach additional sheets if necessary)
_____
_____
_____
(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary).

_____

_____

_____
(Insert Name, Telephone No., Fax No.
and Address of Contractor)

_____
(Insert Name and Title of Affiant)

Subscribed and sworn

before me this ____ day

of _____, 20_____

_____

Notary Public of _____

My Commission Expires _____, 20_____
(Seal)

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
https://www.njstart.gov
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1. AK Makina Ltd.
2. Amona
3. Bank Markazi Iran (Central Bank of Iran)
4. Bank Mellat
5. Bank Melli Iran
6. Bank Saderat PLC
7. Bank Sepah
8. Bank Tejarat
9. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
10. China National Offshore Oil Corporation (CNOOC)
11. China National Petroleum Corporation (CNPC)
12. China National United Oil Corporation (ChinaOil)
13. China Oilfield Services Limited
14. China Petroleum & Chemical Corporation (Sinopec)
15. China Precision Machinery Import-Export Corp. (CPMIEC)
16. Indian Oil Corporation
17. Kingdream PLC
18. Naftiran Intertrade Company (NICO)
19. National Iranian Tanker Company (NITC)
20. Oil and Natural Gas Corporation (ONGC)
21. Oil India Limited
22. Persia International Bank
23. Petroleos de Venezuela (PDVSA Petróleo, SA)
24. PetroChina Company, Ltd.
25. Sameh Afzar Tajak Co. (SATCO)
26. Shandong Fin Cnc Machine Company, Ltd.
27. Sinohydro Co., Ltd.
28. SK Energy Co. Ltd.
29. SKS Ventures
30. Som Petrol AS
31. Zhuhai Zhenrong Company

List Date: January 10, 2022

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date _____

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State 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. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____
Signature Date

_____
Print Name and Title

PAY TO PLAY ADVISORY
Disclosure Requirement
P.L. 2005, Chapter 271, Section 3 Reporting
(N.J.S.A. 19:44A – 20.27)

Any business entity that has received $50,000 or more in contracts from government entities in a calendar year will be required to file an annual disclosure report with ELEC.

The report will include certain contributions and contract information for the current calendar year.

At a minimum, a list of all business entities that file an annual disclosure report will be listed on ELEC's website at www.elec.state.nj.us.

If you have any questions please contact ELEC at:
1-888-313-ELEC (toll free in NJ) or
609-292-8700

An analyst from ELEC's Special Programs Section will assist you.

Initials: _____

State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF ADMINISTRATION

FROM: Amanda Truppa
Director, Division of Administration

SUBJECT: **Entities Engaged in Prohibited Activities Under C. 52:32-60.1**
Updated as of: November 17, 2022

In accordance with C. 52:32-60.1, the following companies are prohibited from:

(1) entering into or renewing a contract with a State agency for the provision of goods or services or the purchase of bonds or other obligations;

(2) filing or renewing a Public Works Contractor Registration with the Department of Labor and Workforce Development;

(3) being approved for or continuing to receive an economic development subsidy from the Economic Development Authority in but not of the Department of the Treasury, being awarded a municipal property tax abatement, or making or entering into a payment in lieu of property tax agreement;

(4) applying for or receiving a tax clearance certificate from the Director of the Division of Taxation in the Department of the Treasury;

(5) being certified by the Department of Community Affairs as an urban renewal entity for purposes of the "Long Term Tax Exemption Law," P.L.1991, c.431 (C.40A:20-1 et seq.); and

(6) being designated as a redeveloper by a public agency for the purpose of planning, replanning, construction, or undertaking of any project or redevelopment work in accordance with the "Local Redevelopment and Housing Law," P.L.1992, c.79 (C.40A:12A-1 et seq.).

If State agencies have questions about whether the company they wish to do business with is the same as what appears on this list, please contact Administration.Email@treas.nj.gov. This list will be updated on a rolling basis as needed.

- A1 (Belarus)
- Akella
- Alfa Group
- Aliasworlds Entertainment
- ALROSA
- ASCON
- Aurus Motors
- Aviakor
- BelaPAN
- Belarus High Technologies Park
- Belarusian Railway
- Belaruskali
- Belavia
- En+ Group
- Energia (corporation)
- Eurocement group
- Evalar
- Gorky Film Studio
- High Precision Systems
- I-Fly
- i-Free
- Ingosstrakh
- Inter RAO
- International Industrial Bank
- Izhevsk Mechanical Plant

- Kalashnikov Concern
- Kaspersky Lab
- Kirov Plant
- Komus
- KrioRus
- Lavochkin
- Lenfilm
- LOMO
- LUKoil
- Magnit
- Magnitogorsk Iron and Steel Works
- Mail.Ru Group
- Makeyev Rocket Design Bureau
- Marussia Motors
- Mechel
- MegaFon
- Melodiya
- Military Industrial Company
- Molodaya Gvardiya
- Moscow City Telephone Network
- Mosfilm
- Motovilikha Plants
- Progress Rocket Space Centre
- PROMT
- RBC
- REGNUM
- Roscosmos
- Rosenergomash
- Rosneft
- Rostelecom
- Rostselmash
- RUSAL
- Ruselectronics
- Russian Helicopters
- Russian Railways
- Sberbank of Russia
- Severstal
- Siberian Coal Energy Company
- Sibirtelecom
- Synqera
- Tactical Missiles Corporation
- Tasma
- Tatneft
- Tecmash (Holding company for Rostec)
- TogliattiAzot
- T-Platforms
- Transmashholding
- Transneft
- TsUM Trading House
- Tver Carriage Works
- UTair Aviation
- Volchok
- Volgabus
- VSMPO-AVISMA
- VTB Bank
- X5 Retail Group
- Yandex
- ZiL

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

☐ I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022, c.3,[1] section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

☐ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

_____

_____

_____

_____

_____

_____

Attach Additional Sheets If Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Vendor's Authorized Representative	Date
Print Name and Title of Vendor's Authorized Representative	
Vendor Name	Vendor Phone Number
Vendor Address (Street Address)	Vendor Fax Number
Vendor Address (City/State/Zip Code)	Vendor Email Address for Authorized Representative

[1] Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

Town of Secaucus
Engineering/District Zoning Department
20 Centre Avenue, Secaucus, NJ 07094
Tel: 201-617-5913

Pursuant to and in compliance with your Request for Proposals and the Information for Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and items necessary for, or proper for, or incidental to the **2026 MILL AND OVERLAY PROGRAM** as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued by the Town of Secaucus prior to the date of opening the bids whether received by the undersigned or not for the amount bid based on the following unit and/or lump sum prices:

Note: Extension of Unit Prices must be exact

Contract Time: **Thee Hundred Sixty-Five (365) Calendar Days**

Schedule of Liquidated Damages

One (1) to Fifteen (15) Days:	$500.00	per calendar day
Sixteen (16) to Thirty (30) Days:	$1,000.00	per calendar day
Greater Than Thirty (30) Days:	$2,000.00	per calendar day

BASE BID

Item No.	Quantity	Unit	Description	Unit Price		Amount
1	2	UN	MOBILIZATION (UNDER 500 TONS OF ASPHALT)	$		$
2	1000	DOL	ASPHALT PRICE ADJUSTMENT	$	1,000.00	$ 1,000.00
3	200	DOL	FUEL PRICE ADJUSTMENT	$	200.00	$ 200.00
4	5	UN	BREAKAWAY BARRICADE	$		$
5	10	UN	DRUM	$		$
6	200	UN	TRAFFIC CONES	$		$
7	200	SF	CONSTRUCTION SIGNS	$		$
8	2500	SY	HMA MILLING, 3" OR LESS	$		$
9	250	GAL	TACK COAT	$		$
10	200	TON	HOT MIX ASPHALT 9.5M64, SURFACE COURSE	$		$
11	120	TON	HOT MIX ASPHALT 12.5M64, SURFACE COURSE	$		$
12	200	SY	HMA BASE REPAIR	$		$

Town of Secaucus
Engineering/District Zoning Department
20 Centre Avenue, Secaucus, NJ 07094
Tel: 201-617-5913

13	4	UN	CURB PIECE	$	$
14	3	UN	RECONSTRUCT INLET, USING EXISTING CASTINGS	$	$
15	9	SY	DETECTABLE WARNING SURFACE	$	$
16	100	SY	CONCRETE SIDEWALK, 4" THICK	$	$
17	200	LF	9" X 18" CONCRETE VERTICAL CURB	$	$
18	2000	LF	TRAFFIC MARKINGS LINES, 4"	$	$
19	500	LF	TRAFFIC MARKINGS LINES, 6"	$	$
20	200	SF	TRAFFIC MARKINGS, SYMBOLS	$	$
21	200	LF	CURB PAINT	$	$
22	200	SY	TOPSOILING, 4" THICK	$	$
23	10	CY	BORROW TOPSOIL	$	$
24	200	SY	FERTILIZING AND SEEDING, TYPE A-3	$	$
25	3	UN	RESET EXISTING CASTING	$	$
26	10	UN	RESET VALVE BOX	$	$
27	1	LS	SPEED TABLE	$	$
28	1	LS	SPEED TABLE MARKINGS AND SIGNS	$	$
29	1	UN	NIGHT OPERATIONS	$	$

Total amount based on estimated Quantites for Items 1-29, for the purpose of awarding a Bid, for a unit price contract. $

SIGNATURE **NAME & TITLE**

BID DATE **COMPANY NAME**

Low Bidder will be determined based upon total of unit price bids for the above estimated quantities. There is no guarantee that any work will be required in the next 365 days.

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

Bidders are directed to examine for themselves the drawings, specifications, estimated quantities and the location of the proposed work. They shall exercise their own judgment as to the scope and nature of the work; the difficulties to be encountered and the quantities that may actually be encountered in the work. Each bidder is fully responsible for having reviewed and understood these specifications prior to submitting any bid, that any bid covers and complies with all requirements of the Contract Documents, and shall not at any time thereafter assert any claim related to any misunderstanding of the nature or amount of work to be done.

1.02 CONDITION OF WORK

Each bidder must inform themselves fully of the conditions relative to the construction under which the work is now being or will be performed. Failure to do so will not relieve a successful bidder of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction as set forth in their bid. The Contractor in the carrying out of their work must employ such methods or means that will not cause any interruptions or interference with the work of any other contractor (if applicable).

1.03 OBLIGATIONS OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the drawings and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents, shall in no way relieve any bidder from any obligations contained therein.

1.04 ADDENDA, BID SPECIFICATIONS CHALLENGES AND INTERPRETATIONS

The Table of Contents indicates the number of pages of each section of the document. If any bidder finds that a page was miscopied or is missing, please contact the Town Engineer. The page(s) will be faxed to the bidder. Issuance of any such pages will not be considered an Addendum to the contract or specifications.

No interpretations of the meaning of the drawings, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation should be made in writing, addressed to the Town Engineer, and to be given consideration, must be received at least ten (10) days prior to the final date fixed for receiving bids. Any and all such interpretations and/or supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be issued in accordance with applicable state laws.

Any bidder who wishes to challenge a bid specification shall file such challenges in writing with the Town Engineer no less than three (3) business days prior to the opening of bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract.

Failure of any bidder to receive any such addendum or interpretations shall not relieve any bidder from any such obligations therein under the bid submitted. All addenda so issued shall become part of the contract documents and shall be attached to the bid form when submitted.

1.05 QUALIFICATIONS OF BIDDERS

The Town may make such investigation as is necessary to determine the responsibility of the bidder and/or the ability of the bidder to perform the work. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if evidence submitted by or investigation of, such bidder fails to satisfy the Town that said bidder is responsible or properly qualified to carry out the obligations of the contract and to complete the work therein contemplated.

Conditional bids will not be accepted. Bids which are incomplete or obscure may be rejected at the Town's option.

1.06 DISCLOSURE STATEMENT (N.J.S.A. 52:25-24.2)

No corporation or partnership shall be awarded any contract nor shall any agreements be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with any public funds, by the State, County, Municipality or School District or any subsidiary or agency of the State, County, Municipality or School District or by any Authority, Board or Commission which exercises governmental function, unless prior to the receipt of the bid of said corporation or said partnership, there is submitted a statement setting forth the name and address of all stockholders in the corporation or partnership who owns ten percent or more of its stock of any class or of all individual partners in the partnership who owns ten percent (10%) or greater interest therein, as the case may be. If one (1) or more such stockholders or partners is itself a corporation's stock or the individual partners owning ten percent (10%) or greater interest is that partnership as the case may be, shall also be listed. The disclosure shall be continued until the names and addresses of every non-corporate stockholders and individual partner exceeding the ten percent (10%) Township criteria established in this act has been listed. If the bidder is not a corporation or partnership, it should so indicate on the disclosure statement.

1.07 MANUFACTURED ARTICLES

In the specifications and on accompanying drawings, there are specific and shown certain pieces of equipment and materials, deemed most suitable for the service anticipated. This is not done, however, to eliminate other equipment and materials equally as good and efficient. When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documents shall be grounds for the rejection of the claim of equivalence. The bidder shall prepare his bid on the basis of the particular equipment and materials specified or shown and shall be responsible for the coordination, arrangement and location of all equipment and material incorporated in the work.

1.08 BID SECURITY AND CONSENT OF SURETY

A certified check or bank draft or satisfactory bid bond payable to the Town of Secaucus in the amount of Ten Percent (10%) of the total price bid, but not to exceed Twenty Thousand Dollars ($20,000.00) executed by a bidder and a surety company authorized to do business in the State of New Jersey is required per N.J.S.A. 40A:11-21. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the Town. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24(a) within three (3) business days after the Town and the accepted bidder have executed a contract, or if no contract has been awarded within sixty (60) days after the date of opening. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract.

Failure to submit a bid guarantee shall result in rejection of the bid.

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

The Bidder shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44 (P.L. 2004, c. 57). The mandatory language and terms of the Business Registration law are set forth below. A BRC is obtained from the New Jersey Division of Revenue and Enterprise Services. Information on obtaining a BRC is available on the internet at www.nj.gov/treasury/revenue/busregcert.shtml or by phone at (609) 292-9292.

N.J.S.A. 52:32-44 (P.L. 2004, c. 57) (Business Registration Law) amends and supplements the business registration provisions of N.J.S.A. 52:32-44, which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-1, *et seq.*)

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

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

The Contractor shall provide written notice to its subcontractors who are named in the bid or a response to a request for proposals of the responsibility to submit proof of business registration to the Contractor.

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

During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of

violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Failure to submit the BRC with the bid is NOT a cause for rejection. However, if it is not provided prior to execution of a contract, the bidder's bid guarantee shall be forfeited and the contract shall be awarded to the next lowest responsible bidder.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

Bidder must submit their bid on the respective "Bid Form and Package" included hereto.

No bid will be accepted or opened if received after the designated time for receipt.

For each bid made, all blank spaces in the Bid Form must be filled in, in ink or typed, with the unit prices of the item and its extension. All bid forms submitted will be checked for arithmetic accuracy. In the event of a discrepancy between the unit price bid for any Pay Item and the extension shown for that item under the column of the Proposal Form designated "Amount," the unit price is to govern. Where a unit price is bid for a Pay Item, but no extension is provided, the Town will provide the extension bases on the unit price bid and the estimated quantity for that Pay Item. Where an extension is provided by the Bidder in the "Amount" column, but no unit price appears in the "Unit Price" column of the Proposal Form, the Town will provide the unit price by dividing the "Amount" figure provided by the Bidder by the estimated quantity.

Award will be made on the basis of the Total Contract Price. The Total Contract Price means the correctly determined summation of lump sum bids and products of all quantities for Pay Items shown in the Proposal form multiplied by the unit prices bid.

The project will consist of asphalt maintenance and repair as needed on a per street basis, as determined by the governing body for a period of one (1) year, with a possible one (1) year extension approved by the governing body.

If there are minimum unit prices included in the Bid Form, those prices shall be the minimum acceptable unit price for the work. If the bidder fails to exceed the minimum unit price in their bid, the unit price will be set to the minimum price stated on the Bid form, with the appropriate increase to the extension of the unit price and total bid price.

Where no figure is provided by the Bidder in both the "Unit Price" and "Amount" columns for one or more Pay Items or where no figure is provided in the "Amount" column for one (1) or more lump sum Pay Items, the Town will consider the amount bid to be zero ($0.00) for that item.

Any bid may be submitted or withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified in the Notice to Bidders, will not be considered. No bid may be withdrawn within sixty (60) days after the actual date of opening thereof, unless otherwise provided for by law.

2.02 PRICE TO INCLUDE

The bid submitted must cover the entire cost of the contemplated construction and installation as illustrated on the drawings and in the manner and detail described in the specifications. The price bid for each item shall cover the entire cost of its installation, construction and completion, including all materials, workmanship and appurtenances necessary for its completion or as implied by illustration on the drawings, by description in the specifications or to be reasonably inferred therefrom.

2.03 REJECTION OF BIDS

The Town reserves the right to reject all bids, to reject any bid or bids not complying with the specifications and to waive any informality in any bid or bids if such waiver be deemed by the Town to be in the best interest of the Town in accordance with the requirements contained in N.J.S.A. 40A:11-1 *et seq.*

2.04 AWARD OF BIDS

The award of the contract will be made, subject to necessary funds to do the work being provided by the Town in accordance with the requirements contained in N.J.A.C. 5:30-1.1 *et seq.*, Local Finance Board either by resolution, ordinance or in another lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary funds to do the work have been provided by the Town, either by resolution, ordinance or another lawful manner.

In accordance with N.J.S.A. 34:11-56.25 *et seq.*, New Jersey State Prevailing Wage Act, no contract shall be awarded to any contractor, subcontractor or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

The Town Engineer shall furnish, at no additional cost to the successful bidder, one (1) executed contract set of drawings and specifications and two (2) copies of the specifications and drawings. All additional copies of the drawing and/or specifications shall be furnished to the contractor at the cost of reproduction, plus handling.

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

The bidder whose bid is accepted shall furnish to the Town, a performance bond and labor and material payment bond or a combination performance and labor material payment bond and at the completion of the work, a two (2) year maintenance bond, each in the amount of one hundred percent (100%) of the final contract price, with such sureties as shall be approved by the Town and as detailed and described below.

All surety companies must be authorized to transact such business in New Jersey, pursuant to N.J.S.A. 17:17-10 or 17:32-1 *et seq*. The surety must designate a New Jersey agent on whom service of process can be made. The Contractor shall be responsible for updating the surety's expiration from the list or an agent change to the Town Engineer. All surety companies must have the minimum capital and surplus or net cash assets required, pursuant to N.J.S.A. 17:17-6 or 17:17-7, whichever is applicable, on the date of advertisement for the project. All surety companies must complete a Surety Disclosure Statement and Certification for all payment and performance bonds, pursuant to N.J.S.A. 2A:44-143(d).

In addition, for these public works project bids, including any and all alternates, that equals at least $850,000.00, but not more than $3.5 million, the surety company must hold a current Certificate of Authority issued by the United States Secretary of the Treasury, that is valid in New Jersey as listed annually in the United States Treasury Department, Circular 570. However, if the surety company has been operational for a period in excess of five (5) years, the surety company shall also be considered by an independent nationally recognized United States rating company that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the New Jersey Commissioner of Insurance, N.J.A.C. 11:1-41.1 *et seq*.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable federal, state, county and municipal laws, ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over the contract the same as though therein written out in full, including but not limited to, the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended, must be complied with.

3.04 PERMITS

The Contractor shall determine which construction permits and licenses shall be needed and shall procure and pay for all such construction permits and licenses necessary for the execution of their work.

3.05 CONTRACT DOCUMENTS

Attached hereto is the "Form of Contract" that will be executed between the Town and the Contractor.

The Contractor shall execute and return these documents with the required bonds, insurance certificates, affirmative action forms and other documents required within ten (10) days after receipt of the request for execution.

3.06 NOTICE TO PROCEED

After approval and execution of the contract documents by all parties and a preconstruction meeting, the contractor shall be sent a "Notice to Proceed." This document serves as the formal authorization to proceed with the project.

Any and all work performed by the contractor prior to receipt of the Notice to Proceed is at the contractor's risk with no claim against the Town for such work.

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 AFFIRMATIVE ACTION REQUIREMENTS

The successful Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 *et seq.* (P.L. 1975, c. 127 as amended) and N.J.A.C. 17:27-1.1 *et seq.* The Contractor agrees to the mandatory language and terms set forth below as required by N.J.A.C. 17:27-1.1 *et seq.* Prior to the execution of the Contract, the successful Contractor will submit: (1) evidence that the Contractor is operating under an existing federally approved affirmative action program, (2) a Certificate of Employee Information Report, issued in accordance with N.J.A.C. 17:27-4, or (3) a completed initial Affirmative Action Employee Information Report (Form AA-302).

4.02 MANDATORY AFFIRMATIVE ACTION LANGUAGE

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

i. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three (3) documents: (1) Letter of Federal Affirmative Action Plan Approval; (2) Certificate of Employee Information Report; or (3) Employee Information Report (Form AA302).

j. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

4.03 AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. The successful contractor agrees to comply with the requirements of Title II of the Americans with Disabilities Act of 1990 ("Act"). The contractor agrees to the mandatory language and terms of the Act as follows:

a. The Contractor and the Town do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 *U.S.C.* § 12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the Town 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 Town in any action or administrative proceeding commenced pursuant to this Act. The Contractor shall indemnify, protect and save harmless the Town, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Town's grievance procedure, the Contractor agrees to abide by any decision of the Town which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Town or if the Town incurs any expense to cure a violation of the Act which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

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

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

It is further agreed and understood that the Town 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 the contract. 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 the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Town from taking any other actions available to it under any other provisions of the contract or otherwise at law.

CONTRACT FOR *2026 Mill and Overlay Program*

THIS AGREEMENT, between the Town of Secaucus, a municipal corporation of the State of New Jersey, having its principal offices located at *1203 Paterson Plank Road, Secaucus NJ 07094,* hereinafter referred to as the Town and (Construction Company Name), having its principal place of business located at (Construction Company Address) hereinafter referred to as the "Contractor;"

WITNESSETH;

That for and in consideration of the unit prices identified in the Bid Proposal, for actual quantities satisfactorily constructed, contractor agrees to furnish to the Town, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth. Said amount subject to the funding being available as attested by the Secaucus Chief Financial Officer. **There is no guarantee that any work will be required in the next 365 days.**

That for and in consideration of the amount payable under this agreement by the Town, the Contractor agrees, at its own proper cost and expense and with due skill and diligence, that it will complete the ***2026 Mill and Overlay Program*** project in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount of the Bid Proposal unit prices times the actual quantities satisfactorily constructed, for said services provided to the Town. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

To prevent all disputes and litigation, it is agreed by and between the parties to the Contract that the Town shall in all cases determine the quantity of the goods delivered and paid for under this contract and as to the interpretation of any ambiguity in or intent of the drawings and specifications.

The contract documents should consist of the following:

1. Notice to Bidders.
2. Specifications.
3. Contractors Proposal (as accepted).
4. Contract Agreement.
5. Contract Drawings.
6. All Addenda.

The parties to this contract agree to incorporate into this contract the mandatory language of the Regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.* and N.J.A.C. 17:27-1.1 *et seq.*, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said Regulations.

AND in all respects comply with all requirements of the Labor Laws of the State of New Jersey, applicable to contracts on behalf of the Municipal Government for construction, alteration, or repair of any building or public work, including particularly, be without limitation of the foregoing, the provision that not less than the prevailing rate of daily wages in the locality where the work is preformed shall be paid to mechanics, workmen and laborers employed by the contractors or subcontractors or by or in behalf of the State or any county or municipality;

Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

Payment shall be made to said Contractor by orders of the Chief Financial Officer of said *Town* founded upon estimates of the *Town* as to the amount of work done or articles furnished and delivered or both and upon presentation by said Contractor, to the Treasurer of said *Town* an appropriate voucher setting forth, in writing, the amount of work done or goods furnished and that the work done or articles furnished are according to this Contract and according to law.

AND it is distinctly and mutually understood and agreed by and between the parties hereto, that in case a default is made in the completion of the Contract, in accordance with the terms and conditions hereof, such money as may be due to said Contractor or such as would have become due had the terms and conditions of this Contract and agreement been complied with, shall be and is hereby forfeited to said *Town* and said Town is free to use the same in and about the completion of said contract and in case said *Town* is put to any costs and expenses over and above the contract price of the Contractor, in and about the completion of the Contract, said Contractor for themselves, itself, their heirs, executors, administrators, successors and assigns, expressly agree to hold themselves, itself, their heirs, executors, administrators, successors and assigns, liable therefore, and hereby covenant and agree to make good the same to the *Town.* Upon Town determination that services provided by the

contractor are unsatisfactory, said contract may be cancelled subject to thirty (30) days written notice being provided to the contractor;

The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work and defend, indemnify and save harmless the Town or any of its officers, agents and servants and each and every one of them against and from all suits and costs of every name and description, including attorney's fees and costs and from all damages to which said Town or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from carelessness in the performance of said work or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by said Contractor in the aforesaid work or through any act or omission on the part of said Contractor or his agent or agents. This provision applies regardless of whether insurance coverage is provided. It is also agreed and understood that the acceptance of the final payment by the Contractor shall be considered as a release in full of all claims against the Town out of, or by reason of, the work done and materials furnished under this contract:

AND it is expressly understood and agreed that this Contract and the referenced inclusion of the bid documents represent the full understanding between the parties and any representations, whether oral or in writing, not contained herein, will not be binding on the parties hereto.

The Contractor agrees to only perform work outlined by the Scope of Work, Project Specifications and Project Drawings, or as directed by the Town Engineer in writing. Any work performed outside of the Scope of Work, Project Specifications and Project Drawings, or without direction from the Town Engineer in writing shall result in the work being stopped and payment being withheld until the work is restored to its original condition.

The agreement, together with the contract documents, forms the contract and they are as fully a part of this contract as if hereto attached or herein repeated.

The Town and Contractor, for themselves, their heirs, executors, administrators, successors or assigns, hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, they have executed this Agreement.

CONTRACTOR:

_____

_____
Print Name and Title

ATTEST:

BY _____

_____
Print Name and Title (Seal)

Dated this ____ day of _____, 20_____

TOWN OF SECAUCUS:

_____

ATTEST:

BY _____
(Seal)

Dated this ____ day of _____, 20_____

CERTIFICATE OF INSURANCE

Name & Address of Insured

_____

_____

					Limits of Liability		
Enter (X)	REQUIRED	Type of Insurance	Policy Number and Insuring Company(ies)	Policy Expiration Date	Amounts of Less Than $1,000,000 Will Not Be Acceptable	Amount Required Each Occurrence	Amount Provided Each Occurrence
☐	☒	General Liability Comprehensive Gen. Form			General Aggregate	$2,000,000	$
☐	☒	Premises-Operations			Bodily Injury	$1,000,000	$
☐	☒	Explosion & Collapse Hazard					
☐	☒	Underground Hazard			Property Damage	$1,000,000	
☐	☒	Products/Completed Operations Hazard					
☐	☒	Contractual Ins. (Blanket)			Bodily Injury and Property Damage Combined	$1,000,000	$
☐	☒	Broad Form Prop. Damage					
☐	☒	Independent Contractors					
☐	☒	Personal Injury			Personal Injury	$	$
		Automobile Liability			Bodily Injury (Each Person)	$	$
☐	☒	Comprehensive Form			Bodily Injury (Each Accident)	$	$
☐	☒	Owned				$	$
☐	☒	Non-Owned			Property Damage	$	$
☐	☐	Garage keepers Insurance (Without regard to legal liability as direct coverage on a primary basis)			Bodily Injury and Property Damage Combined	$1,000,000	
		Excess Liability			Bodily Injury and	$1,000,000	$
☐	☒	Umbrella Form			Property Damage Combined		
☐	☐	Other Than Umbrella Form					
☐	☒	Worker's Compensation and Employers' Liability	*All States Endorsement		Statutory NJ Coverage $100,000/$500,000		
					Minimum $500,000	$00,000	$

Remarks: Additional Insured: **TOWN OF SECAUCUS**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Town, at the above address thirty (30) days in advance of such change or cancellation. *A Waiver of Subrogation applies with respects to General Liability and Auto Liability.

This certificate is executed and issued to the Town on the day and date herein below written certifying that the Insured has been issued the above policy or policies with Limits of Liability of at least the required amounts.

*** PLEASE PUT "X'S" IN AFFORDED COLUMN OR CERTIFICATE WILL BE RETURNED ***

Name of Agency

Street Address

City, State & Zip Code

Signature of Authorized Representative of Insurance Company

Address Date

Agency Telephone No.

TO: INSURANCE PRODUCER

Your client, as a supplier to the Town is required to provide a Certificate of Insurance for the coverages and amounts indicated on the reverse side of this insurance certificate. It is important to your client that you respond quickly since continued business relationships depend upon valid insurance. Additionally, the minimum amount and type of coverage shown on our certificate is not negotiable and is not intended to imply that is all the insurance necessary to protect him/her from all losses or liability. It is the Town's policy to require all suppliers who make deliveries or perform assembly, repair operations or a service in, on or upon our property/premises or property/premises under our care, custody and control to maintain the insurance coverage described below; such insurance must be obtained prior to the start of any such work the Town.

A. Comprehensive General Liability (CGL)

This coverage must include: Premises-Operations, Products/Completed Operations Hazard, Contractual Insurance (Blanket Coverage), Broad Form Property Damage, Independent Contractors, and Personal Injury and all others shown on "X" in the required column.

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column

AMOUNTS OF LESS THAN $1,000,000 WILL NOT BE ACCEPTABLE.

Contractual Insurance (Blanket Coverage)

Contractual Indemnification - Save Harmless Agreement which is incorporated into all Vouchers, General Purchase Agreements and Contracts.)

INDEMNIFICATION

Supplier shall defend, indemnify and save harmless, the Town from and against all losses, costs, damages, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any equipment or materials supplied hereunder or by doing the work herein provided, including all suits or actions of every kind of description brought against Town, either individually or jointly with Supplier for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by or on account of the performance of any work pursuant to or in connection with this contract or through any negligence or alleged negligence in guarding the work or through any act, omission or fault or alleged act, omission or fault of the Supplier, its employees or agents, or others under Supplier's control.

B. Automobile Liability - Comprehensive Form (or as shown on reverse side)

Minimum Coverage

Bodily Injury and Property Damage combined - as shown in the amount required column.

C. Worker's Compensation - As required by New Jersey State Statute

and

Employer's Liability (minimum $100,000)

D. Excess Liability

Commercial Umbrella Form - $1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

THE CERTIFICATE MUST BE SIGNED BY THE AGENT OF THE INSURER OR CERTIFICATE WILL BE RETURNED.

IT IS NECESSARY TO SUBMIT YOUR CLIENTS COVERAGE THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE EXITING COVERAGE ON OUR CERTIFICATE ONLY; ALL OTHERS WILL BE RETURNED TO THE SUPPLIER AND SERVE TO DELAY FUTURE BUSINESS DEALINGS BETWEEN THE TOWN AND YOUR CLIENT.

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

The following words and expressions used in the contract documents shall be construed as follows:

Town or Owner ……Town of Secaucus
1203 Paterson Plank Road
Secaucus, New Jersey 07094

Town Engineer……Town of Secaucus Engineering Department
20 Centre Avenue
Secaucus, New Jersey 07094

Contractor……Party, firm, corporation with whom or which the contract is made or authorized agent thereof.

Day……Calendar day.

Legal Holiday……..Days which the Town does not conduct regular business hours. The Contractor is responsible to contact the Town for a listing of these days.

1.02 SPECIAL NOTICE

The "Information for Bidders," the "General Conditions," the "Notice to Bidders," and "Proposal Section" shall be held equally binding with and are to be considered a part of the specifications and contract and the party of the second part, the Contractor, will be held responsible for neglect in attending to any part, paragraph or item therein.

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

(a) That the Contractor is financially solvent and is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by the Contractor; and

(b) That the Contractor is familiar with all federal, state, county, municipal and department laws, ordinances and regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part; and

(c) That such temporary and permanent work required by the contract documents and is to be done by the Contractor can be satisfactory constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property; and

(d) That the Contractor has carefully examined the drawings, specifications and the site of the work, and that from his/her own investigations the Contractor has satisfied himself/herself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation without prior written consent of the Town.

1.05 CONSTRUING THE SPECIFICATIONS

To avoid disputes and litigation, it must be distinctly understood by the Bidder/Contractor that the Town Engineer shall construe or interpret the specifications and explain any ambiguity therein and shall have the right to decide as to their purpose and intent and the Town Engineer's decision upon any such ambiguity shall be final, conclusive and binding.

1.06 NECESSARY TO COMPLETE

If work or materials are required which are obviously necessary to carry out the full intent and meaning of the said specifications although the same may not be either directly or indirectly in the specifications, the Contractor is hereby bound to furnish the same without charge or claim.

1.07 DRAWINGS AND SPECIFICATIONS

The Contractor shall keep at the site of the work one copy of the drawings and specifications signed and identified by the Town Engineer and shall at all times give the Town Engineer and other representatives of the Town access thereto. Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In case of any conflict within the construction documents, the Town Engineer shall determine which of the requirements shall govern based upon the most stringent of the requirements and the Contractor shall perform the work at no additional cost or time to the Town. Any ambiguity or discrepancy between drawings and specifications shall be submitted by the Contractor to the Town Engineer whose decision shall be conclusive.

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are to be shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to their own satisfaction prior to bid. The exact location of all parts of the work shall be governed by existing conditions and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.08 RIGHT-OF-WAY

All right-of-ways through private property required shall be secured by the Town. The Contractor shall not start construction in right-of-ways until directed by the Town Engineer. No claim shall be made by the Contractor for damage due to delay in securing right-of-ways.

1.09 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Town Engineer's Notice to Proceed to the Contractor directing them to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be determined by the Town Engineer and agreed upon by the parties for the particular street or area on which the project will occur.

No extensions of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Town Engineer in writing of such delay and their intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the opinion of the Town, an extension of time is warranted the Town or the Town's representative, will issue a written extension, setting a new time limit for the completion of the work.

1.10 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Town within the stipulated time limit or violates any terms or conditions of said contract or the terms and conditions of N.J.S.A. 40A:11-1 *et seq.*, Local Publics Contract Law, then the Contractor shall and will pay to the Town for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages.

One (1) to Fifteen (15) Days beyond Contract Time Limits…….Five Hundred ($500.00) dollars per calendar day

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits…...One Thousand ($1,000.00) dollars per calendar day

Greater than Thirty (30) Days beyond Contract Time Limits……Two Thousand ($2,000.00) dollars per calendar day

The Town shall recover said damages by deducting the amount thereof out of any money which may be due or become due the Contractor, or by an action of law against the Contractor, his surety or by either or both of these methods.

In case the Contractor shall be delayed due to the failure on the part of the Town to furnish anything on its part to be furnished or for any other cause beyond the control of the Contractor, he shall be entitled to such extension of time for the delivery of equipment, materials, work and supplies as in the judgment of the Town or the Town's representative to be fair and just.

1.11 TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The Town has the right to stop work or terminate the contract, if:

(a) The Contractor has violated the provisions of N.J.S.A. 40A:11-1 *et seq.*, Local Public Contract Law or any other federal, state or local law, or

(b) The Contractor performs any work outside the Scope of Work, Project Specifications and Project Drawings or without direction from the Town Engineer in writing, or

(c) The contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or

(d) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days, or

(e) The Contractor shall refuse or fail, after notice or warning from the Town Engineer, to supply enough properly skilled workmen or proper materials, or

(f) The Contractor shall refuse or fail to prosecute to work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or

(g) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(h) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event,

the Town, without prejudice or any rights to remedy it may have, may give seven (7) days' notice to the Contractor to terminate the employment of the Contractor and their right to proceed, either as to the entire work or at the option of the Town as to any portion thereof as to which delay shall have occurred and may take possession of the work and complete the work by the Contractor or otherwise, as the Town may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid, the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and their sureties shall be liable to the Town for such expense. If the right of the Contractor to proceed with the work is terminated, the Town may take possession of and utilize in completing the work such materials, appliances, supplies, drawings and equipment, as may be on the site of work and necessary, therefore. If the Town does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

If the work shall be stopped by order of the Court or any public authority, for a period of three (3) months without act or fault of the Contractor or of any of their agents, servants, employees or Subcontractor, the Contractor may, upon ten (10) days' notice to the Town, discontinue their performance of the work and/or terminate the contract, in which event the liability of the Town to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.12 REFERENCE TO THE STANDARD SPECIFICATIONS

(a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.

(b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The Contractor is required to follow only the printed bound book of New Jersey Department of Transportation Standard Specifications for Road Bridge Construction and Standard Inputs, 2019, unless modified in the technical specifications of this contract. Copies may be obtained from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

The Contractor must assume all risks connected with their work. The shall comply with all State laws and regulations concerning Workmen's Compensation and shall maintain such insurance as will protect the Contractor against all claims for damages for personal injury, including death, which may arise during prosecution of the contract, either by himself/herself or by any Subcontractor or anyone directly or indirectly employed by either of them.

2.02 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract, until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the Town, nor shall the Contactor allow any Subcontractor to commence work, in any subcontract until all similar insurance required of the Subcontractor has been so obtained and approved.

Insurance coverage shall remain in effect until the project is accepted by the Town and at all times thereafter when the Contractor may be removing or replacing defective work.

The Contractor shall furnish the Town with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Town shall be a named additional insured.

The Certificate of Insurance shall give the Town and the Town Engineer thirty (30) days' written notice of any of the material change in, cancellation of or expiration of the policies.

The following types of insurance are required as set forth on the insurance requirement attachment:

a. General Liability

b. Automobile Liability

c. Excess Liability

d. Worker's Compensation and Employer's Liability

The amounts for property damage and bodily injury for each type of insurance are as shown on the Certificate of Insurance herein.

The Contractor's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the Town and the Town Engineer the Certificate of Insurance for the Subcontractor and/or suppliers.

Any insurance company providing coverage must be licensed, admitted and authorized to do business in the State of New Jersey.

2.03 SUIT OR CLAIMS

The Contractor agrees to indemnify and save harmless the Town and the Town Engineer and all their agents and employees from actions and suits of every kind and description brought against them or on account of the use of patented rights and from any damages or injuries received or sustained by any party or parties, arising out of any act or omission of the Contractor, their workmen or agents in performance of the work under this agreement, including the furnishing of equipment, materials and supplies at the site of the proposed work.

2.04 DAMAGES TO PERSONS AND PROPERTY

Contractor shall fully and completely indemnify and same harmless the Town from damages or injury to persons or property resulting from the performance of the work or through the negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor or the Contractor's agents or the Contractor's employees.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

The Town Engineer may verify, by observation and/or required tests, the amount, quality, acceptability and fitness of the materials, equipment and supplies furnished; and shall interpret any ambiguities in the drawings and specifications, contract documents and any extra work order. Upon request, the Town Engineer shall confirm in writing any oral direction, requirement or determination.

All work of refilling sunken ditches, repaving over trenches and keeping the streets and sidewalks in passable condition shall be satisfactorily performed by the Contractor during the construction of the work as well as during the maintenance period. If any work is not done within forty-eight (48) hours after written notice given by the Town Engineer, the work may be done by the Town and charged to the Contractor.

3.02 SURVEYS

Unless otherwise expressly provided for in the specifications, the Contractor will furnish all surveys necessary for the execution of the work. The Town will furnish a base line and datum benchmarks as required. The Contractor shall measure and lay out his work and be responsible for the accuracy thereof from benchmarks and base lines established by the Town Engineer which shall constitute the surveys hereinbefore referred to. The Contractor shall submit cut sheets for curb, sidewalk and roadway construction projects unless specifically waived in writing by the Town Engineer.

3.03 PRESERVATION OF STAKES

The Contractor shall carefully preserve benchmarks, reference points and stakes and in case of willful or careless destruction, the Contractor will be charged with the resulting expense and shall be responsible, for any mistake that may be caused by their unnecessary loss or disturbance.

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at their own expense:

(a) To take every precaution against injuries to persons or damage to property.

(b) To store any apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Town's affairs.

(c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.

(d) To frequently clean up all refuse, scrap material and debris caused by the Contractor's operations and at all times the site of the work shall present a neat, orderly condition.

(e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from the Contractor's operation and to put the site in a neat, orderly condition.

(f) To affect all cutting, fitting or patching of his work required to make the same conform to the drawings and specifications and except with the consent of the Town Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures met within the prosecution of the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of an accident to existing structures met within the prosecution of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter, also notify the Town Engineer.

3.06 CORRECTION OF WORK

The Contractor expressly warrants that their work shall be free from any defects in material or workmanship and agrees to correct any such defects which may appear in such material or workmanship within two (2) years or the term of the maintenance bond, whichever is longer, following the final acceptance of the work by the Town, such final acceptance to be evidenced by an appropriate resolution of the governing body in the case of municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor nor the Contractor's surety or sureties from any obligation or obligations under this contract or the bonds required under these Contract Documents.

3.07 PUBLIC UTILITIES

The contract drawings indicate the approximate location of known overhead and subsurface utilities in the vicinity of the work. The bidder is advised to investigate and ascertain for himself/herself all of the facts concerning the actual location of these utilities.

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

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

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.

2. Damages for delay causes by conflicts with utilities outside the jurisdiction of the Town (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

The bidder shall include all such costs in the priced bid for the various scheduled items in the Bid Form.

3.08 PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of their work and shall protect the Town's property from injury or loss arising in connection with their work. The Contractor shall also protect all adjacent property as provided by law and shall be responsible for all injury to property and existing structures sustained during the prosecution of their work, including delivery to the site of equipment, materials and supplies. The Contractor shall repair and replace any such damage, injury or loss equal or better than the condition of the item prior to the Contractor's action.

All passageways, guard fences, light and other facilities required for protection by local authorities or local conditions must be provided and maintained.

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

In case of any emergency which threatens loss or injury of property and/or safety of life, the Contractor is required to act as they see fit. The Contractor shall notify the Town Engineer thereof immediately thereafter.

3.10 EXTRA WORK

The Contractor further agrees that the Town Engineer may make such alterations as they may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, that shall not constitute a claim for damages for anticipated profits on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to the performed or equipment, they shall be paid for at the price bid. If the prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work and agrees to accept in full payment therefore a price which shall be fixed by the Town Engineer previous to its commencement. The basis for such estimated cost will be the actual cost of materials, labor, equipment and a maximum ten percent (10%) overhead, plus a maximum ten percent (10%) profit. The Contractor shall furnish a breakdown estimate for such extra work. Payment for markup on subcontracted work shall be at a maximum rate of five percent (5%) of the total amount for all costs on the subcontracted work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11.1 *et seq*.

The Contractor shall not be entitled to receive payment for any extra work unless the same is certified in writing by the Town Engineer.

3.11 DISPUTE RESOLUTION

For construction contracts, the Town and the Contractor agree that in the event of a dispute arising under this contract, it 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. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process or to the formation of contracts or subcontracts to be entered to pursuant to N.J.S.A. 40A:11-1 *et seq.*, Local Public Contracts Law.

Notwithstanding industry rules or any provision of law to the contrary, whenever a dispute concerns more than one contract, such as when a dispute in a contract involving design, architecture, engineering or management, upon demand of a contracting party, other interested parties to the dispute shall be joined unless the arbitrator or person appointed to resolve the dispute determined that such a joinder is inappropriate. Notwithstanding industry rules or any provision of law to the contrary, whenever more than one dispute of a similar nature arises under a construction contract or related construction contracts, upon demand of a contracting party, the disputes shall be joined unled the arbitrator of person appointed to resolve the dispute determines that the disputes are inappropriate for joinder.

3.12 DIFFERING SITE CONDITIONS

All construction contracts issued by a contracting unit for bids which were advertised on or after the effective date [Jan. 16, 2018] of P.L.2017, c.317 (C.40A:11-16.7 *et seq.*) shall include the changed conditions contract provisions set forth in this section, which provisions shall be deemed to be a part of any such contract even if not expressly incorporated therein and which provisions may not be modified in any manner by the contracting unit.

a. A contract subject to this section shall include the following differing site conditions provisions:

   1) If the Contractor encounters differing site conditions during the progress of the work of the contract, the Contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

   2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.

3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the Contractor containing directions on how to proceed.

4)

(a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the Contractor.

(b) If both parties agree that the contracting unit's investigation and directions decrease the Contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the Contractor, in writing, and the Contractor shall resume performance of the contract and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

5) Execution of the contract by the Contractor shall constitute a representation that the Contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. A contract subject to this section shall include the following suspension of work provisions:

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

2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than ten (10) calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the contracting unit's control, the Contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within ten (10) calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds sixty (60) days, upon seven (7) days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

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

4)

(a) If the contracting unit determines that the Contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall proceed with the performance of the contract work and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

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

c. A contract subject to this section shall include the following change in character of work provisions:

1) If the Contractor believes that a change directive by the contracting unit results in a material change to the contract work, the Contractor shall so notify the contracting unit in writing. The Contractor shall continue to perform all work on the project that is not the subject of the notice.

2) Upon receipt of the Contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

3)

(a) If the contracting unit determines that a change to the Contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character or as otherwise mutually agreed upon by the Contractor and the contracting unit prior to the Contractor performing the subject work.

(b) If the contracting unit determines that the Contractor is not entitled to additional compensation or time, the Contractor shall continue the performance of all contract work and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

4) As used in this subsection, "material change" means a character change which increases or decreases the Contractor's cost of performing the work, increases or decreases the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

d. A contract subject to this section shall include the following change in quantity provisions:

1) The contracting unit may increase or decrease the quantity of work to be performed by the Contractor.

2)

(a) If the quantity of a pay item is cumulatively increased or decreased by twenty percent (20%) or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than twenty percent (20%) from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

4)

(a) For a major increase in quantity, the contracting unit or the Contractor may request to renegotiate the price for the quantity in excess of one hundred twenty percent(120%) of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or the Contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional ten percent (10%) for overhead and an additional ten percent (10%) for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds eighty percent (80%) of the value of the bid price multiplied by the bid proposal quantity.

As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

The Contractor shall give personal supervision to the work or have a competent representative on the work who shall have written authority to carry out the requirements of the Contract Documents. The Contractor shall also supply all manpower, materials and equipment as they may be required in the furnishing and delivery to the site of the proposed work, the equipment, materials and supplies bid upon.

4.02 CONTRACTOR'S SUPERINTENDENT

The Contractor shall attend to the work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever work is in progress. Such a superintendent shall be satisfactory to the Town and the Town Engineer and shall not be removed or replaced without due notice being given the Town and the Town Engineer. The Superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

4.03 LABOR LAWS

The Contractor and any Subcontractors shall comply with all the requirements of the Labor Laws of the State of New Jersey applicable to contracts on behalf of this Town for construction, alteration or repair of any building or public work, including particularly, but without limitation of the foregoing, the provisions of N.J.S.A. 10:2-1 to 10:2-4, inclusive and N.J.S.A. 34:11-56.25 *et seq.*, New Jersey Prevailing Wage Act.

The Contractor hereby agrees to comply in all respects with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.* as amended. Pursuant to N.J.S.A. 34:11-56.25 *et seq.*, New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

Before final payment is made by or on behalf of the Town of any sum or sums due to work, the Contractor or Subcontractor shall file with the treasurer of the Town, written statements in form satisfactory to the Commissioner of Labor certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor or a duly authorized representative.

Contractors or Subcontractors performing public work of a public body subject to provisions of this Act shall post the prevailing wage rates for each craft and classification involved as determined by the Commissioners of Labor including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work or at such places as are used by them to pay workers their wages.

In the event it is found that any workmen, employed by the Contractor or any Subcontractor, on this project, has been paid a rate less than the prevailing wage required, the Department of Labor along with the Town 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 failure to pay required wages and to prosecute the work to completion or otherwise, the Contractor and their surety(ies) shall be liable to the Department of Labor along with the Town for any excess costs occasioned thereby.

Prior to final payment, the Contractor shall be required to execute and deliver an Affidavit of Compliance in a form provided by the Town Engineer, as required by the Act.

4.04 CONTRACTOR'S EMPLOYEES

All workers must be competent and fully qualified in the type of work to be performed. Any employee of the Contractor, who is found by the Town Engineer to be incompetent or who is performing his work in an unsightly manner or contrary to the specifications or the Town Engineer's instructions or who is disorderly, shall be removed from the project and shall not again be employed on the project without the Town Engineer's consent.

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the type of work hereunder, shall work no more than eight (8) hours in one (1) day. In case of necessity for the protection of property or human life, mechanics, workers and laborers may be employed for longer periods than eight (8) hours per calendar day, if paid extra compensation on the basis of eight (8) hours constituting a days' work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.*, and all state and federal laws.

4.06 PAYMENT OF EMPLOYEES

The Contractor and each Subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) in legal tender and not less often than once each month.

4.07 SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor, Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (P.L.91-596) and under Section 107 of the Contract Work Hours and Safety Standards for Construction (P.L.91-54).

4.08 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, buildings and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Association General Contractors of America and Part VI "Temporary Traffic Control" of the United States Department of Transportation's Federal Highway Administration's "Manual on Uniform Traffic Control Devices," latest edition, whichever is more stringent, to the extent that such provisions are not in contravention of applicable law. Contractor alone shall be responsible for the safety, efficiency and adequacy of their plant, appliances and methods and for any damage which may result from their failure for their improper construction, maintenance or operation. The cost of "Accident Prevention" shall be included in the lump sum or unit price bid, whichever is applicable.

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the Contractor or by the Subcontractor that are 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 they have good title to all materials and supplies used by them in the work.

5.02 ROYALTIES AND PAYMENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringements of any patent rights and shall save the Town harmless from loss or account thereof.

5.03 USE OF DOMESTIC MATERIAL

In the performance of the work, the Contractor and all Subcontractors shall use only manufactured materials and farm products of the United States of America, wherever available.

All Contractors and Subcontractors shall comply with the provisions of N.J.S.A. 40A:11-18, which relates to the use of domestic materials.

5.04 ORDERING MATERIALS

Before ordering materials, the Contractor shall obtain the Town Engineer's approval of their conformity to the specifications. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Town Engineer copies of all shipping lists, invoices or delivery slips accompanying such deliveries.

5.05 SAMPLES

The Contractor shall submit to the Town Engineer any samples of materials before or during the progress of the work that may be required by the Contract Documents. All materials and workmanship must be equal in every respect to the samples submitted and approved.

5.06 SHOP OR SETTING DRAWINGS

(a) The Contractor shall submit promptly two (2) copies, of which one (1) will be returned to the Contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Town Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Town Engineer with two (2) corrected copies. If requested by the Town Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Town Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless they notify the Town Engineer in writing of any deviations, at the time they furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.

(b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Town Engineer prior to the installation of same.

(c) Any equipment or materials installed without this written approval of the Town Engineer will be required to be removed by the Contractor at their own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings to carry out the work included in the contract as required. The additional drawings and instruction thus supplied to the Contractor, will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as a part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions.

The Contractor and the Town Engineer will prepare, jointly, (a) a schedule fixing the date at which special drawings will be required and by whom they will be made, such drawings, if any, to be furnished by the Town Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop or setting drawings; the beginning of manufacture, testing and installation of materials, supplies and equipment and the completion of the various parts of the work, each schedule to be subject to change from time to time in accordance with the progress of the work.

5.08 OR EQUAL CLAUSES

Wherever in these contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment should be regarded merely as a standard.

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

If two (2) or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, devices or equipment, which in the opinion of the Town Engineer is the recognized equal of that specified, considering quality, workmanship and economy of operation and is suitable for the purpose intended, will be accepted. All material and workmanship shall, in every respect be in accordance with what, in the opinion of the Town Engineer is in conformity with approval modern practice.

Whenever the drawings, specifications or other contract documents or the direction of the Town or its authorized agent, admit of doubt as to what is permissible and/or fail to note the quality of any work, that interpretation will be made by the Town Engineer, which is in accordance with approved modern practices to meet the particular requirement of the contract.
In all cases, new materials shall be used unless this provision is waived by notice from the Town Engineer.

5.09 SUBSTITUTIONS

After the execution of the contract, substitution of equipment or materials of makes other than those named in the contract will be considered for one reason only: That the equipment proposed for substitution is superior or equal in construction and/or efficiency to that named in the contract.

Complete data, to include: shop drawings, specifications, performance curves, test results, list of similar installation with years of service, operating and maintenance instruction, a statement that the Contractor agrees to pay all costs that will result directly or indirectly from acceptance of the substitute and all other necessary information; shall be submitted in triplicate to enable the Town Engineer to evaluate the proposed substitution equipment or material. The determination as to whether or not such changes will be permitted rests solely with the Town Engineer.

The Contractor shall take and assume full responsibility and bear any extra expense or cost incurred by changes advocated by them. Those costs include, but are not limited to, review time by the Town Engineer or the Town Engineer's Consultants, costs of redesign and claims of other contractors affected by the resulting change. It will be assumed that the cost to the Contractor of the equipment or materials proposed to be substituted is less than the equipment or materials named in the contract and if the substitution is approved, the contract price shall be reduced by an amount equal to the savings.

5.10 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 *et seq.*, "Workers and Community Right to Know Act," the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9.1 *et seq.*), which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7.1 *et seq.*, the Contractor must furnish the Town a "Material Safety Data Sheet" for each product which is supplied to the Town which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9.1). The Town reserves the right to request a copy of the applicable Materia Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5.1 *et seq.*, each product shall have a label affixed or stenciled onto my container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9.1 *et seq.*).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

The Contractor shall afford every facility for inspection of the equipment, materials and supplies at all times by the Town Engineer prior to the delivery of the same to the site of the work. All equipment, supplies and materials shall be tested in the presence of the Town Engineer, if so desired.

Any equipment, materials, supplies or workmanship deemed of inferior quality or not in accordance with the finally approved specifications, brought to or incorporated in the work may be rejected by the Town Engineer. The equipment, materials and supplies and workmanship may be re-inspected at any time, prior to delivery to the site of the proposed improvements. The Contractor shall bear all the expense of testing materials.

When construction is not continuous through the normal work week, (Monday through Friday), the Contractor must notify the Town Engineer at least twenty-four (24) hours in advance of any stopping or starting of the work. Notification may be by writing, telephone, facsimile, telegraph or personal visit to the Town Engineer's listed office.

The Contractor shall notify the Town Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Town Engineer, the normal working hours for the Town Engineers are from 9:00 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Town Engineer's Inspector which are avoidable, shall be reimbursed by the Contractor.

As the Town is only paying for the contract time in the Contract Documents, the Contractor shall be responsible for all costs of inspection and contract management beyond the contract time limits, unless a written extension of time has been granted by the Town. These costs are in addition to any liquidated damages that may be charges to the Contractor.

6.02 DAILY REPORTS

When required by the Town Engineer, the Contractor shall have their Authorized Representative complete, sign and present the Town Engineer with a Certificate of Site Safety Conditions, on a form approved by the Town Engineer.

At the Town Engineer's discretion, the Contractor may be directed to furnish a daily report, on a form, which will include the date, the weather, a general description of the work performed, line item quantities involved, number and skill type of workers, equipment utilized, location of work and any pertinent remarks affecting the work.

6.03 INSPECTORS

The work shall be conducted under the general observation of the Town Engineer through such Inspectors as the Town Engineer employs. Inspectors are stationed on the site of the work to represent the Town Engineer and to report concerning the observation of progress of the work and the workmanship and materials being furnished. Such Inspectors shall inform the Town Engineer and the Contractor when they observe that work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such observations, if any when provided, shall not relieve the Contractor of any responsibility to furnish materials and perform work in complete accordance with the requirements of the Contract Documents, nor does such observation create any duty or obligation to any employee or invitee of Contractor or Subcontractor or to any third party.

The Inspector in not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

6.04 ACCESS TO THE WORK

The Contractor shall furnish the Town Engineer with every reasonable facility for observing the work as performed.

The Town Engineer shall have the right to inspect all work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the work is in progress.

When the Town Engineer or representative are in or about the premises mentioned above in the course of their duties, they shall be deemed conclusively to be an invitee of the Contractor. If the Contractor is not the owner of the premises mentioned above, the owner thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or their agent, as described above, shall be liable for the payment of claims for injuries, damages, etc, for death of the representative due to the negligence on the part of the Contractor or their agent.

6.05 COVERING UNINSPECTED WORK

If any work be buried, covered or otherwise concealed prior to observation by the Town Engineer or contrary to the orders and direction of the Town Engineer and such work is not subject to testing and approval by any acceptable alternate method it must, if required by the Town Engineer, be uncovered for examination. Such uncovering and all necessary restoration regardless of the final acceptability of the work uncovered, shall be at the expense of the Contractor.

6.06 TESTING MATERIALS

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed-in-place concrete and similar materials; will be performed by the Town Engineer or testing laboratories which will be approved by the Town Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and tests or analysis of the materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Town Engineer's request.

If the Town Engineer orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer, but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, tests and analysis.

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the Town Engineer an estimated construction progress schedule in form satisfactory to the Town Engineer, showing proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor shall update the schedule each time a change is approved, but a minimum of every thirty (30) days. An updated schedule shall be submitted with the Contractor's payment application. Should a payment application be submitted without an updated schedule, payment processing may be delayed. The Contractor shall also furnish the Town Engineer: (a) a detailed estimate giving a complete breakdown of the contract price on Lump Sum Contracts and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules are to be used in determining the basis of partial payments.

7.02 PAYMENTS

Unless otherwise specified, on the first day of each month or within thirty (30) days thereafter, the Town Engineer will estimate approximately the value of the work performed and equipment, materials and supplies delivered on the ground inspected and accepted during the preceding month, according to these specifications, less any retainage and shall be certified by the Town Engineer for payment to the Contractor. The value of the work, as estimated, will be determined by the lump sum and/or unit price bid. Requests for payment for materials on hand shall be accompanied with receipted invoice from supplier. Prior to such payment being made, the Contractor shall execute an agreement, provided by the Town Engineer and Solicitor on behalf of the Town, which details the conditions of payment.

If, in the opinion of the Town Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Town Engineer to be equitable.

No request for payment shall be provided until a Certification of Site Safety Conditions showing no unsafe conditions for each day worked in the payment period has been furnished by the Contractor. When the work performed under this contract has been completed by the Contractor and accepted by the Town, the Town Engineer shall make a final estimate of the work and certify the same, which shall for causes herein specified, pay to the Contractor the balance due, expecting therefrom such sum as may be lawfully retained under any provisions of this contract. All prior estimates and payments including those relating to extra work shall be subjected to corrections by this payment.

The Town shall pay the amount due to the Contractor for each periodic payment, final payment or retainage monies not more than thirty (30) calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. Since the Town is a public or governmental agency that requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Town's governing body and paid during the Town's subsequent payment cycle.

7.03 RETAINAGE

The Contractor is advised that for the contracts $100,000.00 and under for improvements to real property, the sum of ten percent (10%) of the amount due shall be held on each partial payment pending completion of the project.

The Contractor is advised that the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq,.* are applicable if the total amount of the contract awarded for this project exceeds $100,000.00. The provisions of N.J.S.A. 40A:11-1 *et seq.* provide that the Contractor may:

1. Agree to the withholding of payments in the manner prescribed in the contract or may deposit with the contracting unit registered book bonds, entry municipal bonds, state bonds or other appropriate bonds of the State of New Jersey or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean per value or current market value, whichever is lower.

2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Town and the Town Engineer, or if the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or a savings and loan association insured by an agency of the federal government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld or the bonds or notes deposited and any interest accruing on such bonds or notes, shall be returned to the Contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Town.

Furthermore, N.J.S.A. 40A:11-1 *et seq,.* provides that for contracts over $100,000.00 for improvements to real property:

1. From the total amounts due as ascertained through a current Engineer's estimate, will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Town pending completion of the contract.

2. Upon acceptance of the work performed pursuant to the contract for which the Contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Town shall be released and paid in full to the Contractor as required by law after final acceptance by the Town, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release by the Town of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work and for every act and neglect of the Town; or the Town's designee and others relating to or arising out of this work. Any

payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents or the performance, payment and maintenance bonds.

7.05 TOWN 'S RIGHT TO WITHHOLD PAYMENTS

The Town may withhold from the Contractor as much of any approved payment due to the Contractor as may, in the judgment of the Town, be necessary to:

(a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work, or

(b) Protect the Town from loss due to defective work not remedied, or

(c) Protect the Town from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Town may deem proper to satisfy such claims or to such protection. Such application of such money shall be deemed payment for the amount of the Contractor, or

(d) Protect the Town from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Town Engineer and/or the Town with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Town Engineer or Town.

7.06 COSTS OF ENGINEERING AND INSPECTION

There will be deducted from the contract and retained by the Town, an amount to defray the cost of wages and overhead paid by the Town to the Town Engineer, Inspector or Inspectors employed on the work for any avoidable time in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of the hourly rate contact with the Town per man hour for each Inspector or Engineer for, in excess of eight (8) hours per day and at a rate of the hourly rate contract with the Town per man hour for Saturday, Sunday and holidays for each Inspector or Engineer.

In addition, there will be deducted from the contract and retained by the Town, an amount equal to the cost paid by the Town to the Town Engineer, for all inspection and contract administration performed in excess of the completion time stipulated for the contract or as amended by approved change orders.

7.07 LIENS

Final payment of retained percentage shall not become due until the Contractor furnishes the Town with a complete release of liens arising out of the contract or receipts in full, in lieu thereof, covering claims of any kind or character for work or labor done or labor or materials furnished by the Subcontractor, materialmen persons or corporations whatsoever. The form attached entitled, "Full Release and Waiver of Liens" shall be submitted with the final voucher prior to final payment.

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

The form attached hereto, entitled "Prevailing Wage Payment Certification" shall be executed by the Contractor and submitted with the final voucher prior to final payment.

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within ten (10) days of the payment of wages to the Town with a copy to the Town Clerk, in compliance with N.J.A.C. 12:60-1.1 *et seq.*

PREVAILING WAGE PAYMENT CERTIFICATION

This form must be executed by Contractor and submitted with final voucher prior to final payment.

PROJECT _____

TO _____
(NAME OF TOWN S AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen pursuant to New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 *et seq.* (Chapter 150 Laws of 1963 of New Jersey) and all other claims.

The undersigned Contractor hereby certifies that any and all workmen employed by the undersigned Contractor and all Subcontractors have been paid in full and prevailing wages for their respective crafts or trades as determined and computed by the Commissioner of Labor and Industry, of the State of New Jersey and that all suppliers and material men have been paid in full all amounts claimed by them and there remains no outstanding claim, lien or dispute; nor any contingent claim by any of the foregoing:

DATED: _____ _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

_____, being duly sworn according to law, upon his/her oath disposes and says that he/she is the _____ (Town or authorized agent) of _____ (name of corporation) that he/she has read the aforesaid statement of certification and knows the content thereof and that the same is true of his/her own knowledge and this affidavit is being executed by him/her pursuant to the New Jersey Prevailing Wage Act (Chapter 150 of laws of 1963).

_____
Signature

Sworn and subscribed to
Before me this ____ day of _____, 20 ____

_____
Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS
Form GC-6.02S

TOWN: _____ PROJECT NAME _____

COUNTY _____ JOB # _____

I hereby certify that site safety conditions and the means and methods of construction have been and are in accord with the provisions of the Contract Documents and all requirements contained and referenced therein since the last executed Certificate of Site Safety Conditions, except as noted.

- ☐ Unsafe Trench Condition
- ☐ Unsafe Entry to Live Manhole
- ☐ Unsafe Traffic Control
- ☐ Unsafe Equipment
- ☐ Inadequate Fall Protection
- ☐ Proximity to Electric

☐ Other _____

_____

☐ None _____

Comments/Resolutions _____

_____

Contractor: _____

By: _____
Authorized Representative

I executed this form at _____ on _____
Time Date

Full Release and Waiver of Liens

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by the **TOWN OF SECAUCUS**, State of New Jersey, in furtherance of that certain sponsored by the **TOWN OF SECAUCUS** (hereinafter referred to as "Town ").

Receipt is acknowledged of $ _____, which represents full payment, for work, services, materials and/or equipment furnished and installed by us at the above referenced project, the undersigned does hereby waive, release and relinquish the Town and the Building/Land from any and all claims and/or construction liens pursuant to N.J.S.A. 2A:44A-1 *et seq.* relating to this Project, to the extent of $ _____.

We agree to hold the Town and the Building/Land harmless against any claim made or lien filed by any of our material suppliers and subcontractors who performed work or supplied materials for the Project to-date.

In addition, the undersigned warrants: (a) that any claims for payment for work, services, materials and/or equipment furnished in the construction or repair of the aforesaid real estate and improvements have not been assigned; (b) that all laborers, subcontractors and suppliers of the undersigned who have furnished work, services, materials and/or equipment in the construction or repair of the aforesaid real estate and improvements have been fully paid and that none of such laborers, subcontractors or suppliers have or will have any claim, demand or lien against the aforesaid real estate and improvements; and (c) that no financing statement, chattel mortgage, security interest, conditional bill of sale or retention of title agreement has been given or executed or will be given or executed for or in connection with any materials, appliances, machinery, fixtures or furnishings placed upon or installed, or to be placed upon or installed, in the aforesaid real estate and improvements by the undersigned.

IN WITNESS WHEREOF, the undersigned has executed and sealed this Full Release and Waiver of Liens this _____ day of _____, 20 ____.

Paid to date: $ _____

NAME OF SUBCONTRACTOR/SUPPLIER: _____

By: _____

Title: _____

Sworn and subscribed to

Before me this ____ day of _____, 20 ____

_____
Notary Public of New Jersey

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Scope of Work

1.01 GENERAL

It is the intent of these specifications to have a contractor under contract for a period of **One (1) Calendar Year** to perform roadway maintenance of the following tasks per project with individual time frames and deadlines during this term:

Mobilize to a roadway designated by the Town of Secaucus or a representative of the Town; mill the roadway within the limits provided, perform HMA asphalt pavement repair (using HMA 19M64), application of tack coat, resurface the roadway with HMA 9.5M64 surface course, install ADA compliant ramps where required, install eco-compliant catch basin curb pieces where necessary and install bicycle safe grates where needed in the Town of Secaucus, Hudson County, New Jersey.

1.02 DESCRIPTION OF WORK

The work for this project includes, but is not necessarily limited to, the following major work items:

1. The milling of the existing asphalt surface(s) on all roadways, followed by a resurfacing with a two-inch (2") thick hot mix asphalt 9.5M64 Surface Course.
2. The re-profiling of various locations, as directed prior to mobilization, through a combination of milling, installation of a leveling course and the installation of a surface course.
3. HMA Pavement Repair at various locations where pavement removal operations disclose a poor base course "if and where directed."
4. The resetting, repair or reconstruction of inlets as directed prior to mobilization.
5. The installation of ADA Compliant Curb Ramps as required prior to mobilization.
6. Construction of 3'' high 20ft long Speed table using hot mix asphalt 9.5M64 surface coarse keyed into existing pavement, by tons (ton) as directed and in conformance with the appendix 2.
7. Some roads may be designated as night time Mill and Pave only. These roads shall have a lump sum additional cost per night of work. Prior to the start of any proposed night Mill and Pave work, a construction plan must be approved by the Town Engineer. Said night work will only be approved in limited circumstances at the sole discretion of the Town Engineer.
8. All related incidental work, including dust control, cleaning and restoration shall be included in the various items.
9. The Contractor is responsible for the location of all utilities and to schedule all work involved with utilities. Any cost related to this coordination shall be included in the various items in the proposal.
10. Traffic striping and markings shall be premeasured and noted by the Contractor to be restriped to reflect the previous existing conditions.
11. Mobilization will only be designated for payment when said mobilization does not exceed 500 tons of HMA surface course. For mobilizations above 500 tons, all costs shall be included in

the various items of the proposal. The Contractor's equipment would need to be removed out of the Town before a re-mobilization can be considered.

12. Asphalt and fuel price adjustment may be implemented for each mobilization provided significant changes in fuel price occur. The NJDOT Fuel Price Index will be utilized for these instances, for which the Contractor is required to provide to the Town Engineer.
13. The Contractor shall obtain and pay for all necessary permits. Separate payment will not be made, but the cost shall be included in the various items of the proposal.
14. The above Scope of Work outlines the general items and shall not be considered as being all-inclusive.

1.03 CHANGES IN THE WORK

A. Without invalidating this Contract, the Authority reserves the right to order any extra work or to make any changes within the general scope of the Contract, increasing or diminishing the amount of work to be done. All such changes in the work resulting in a change of the Contract price or the Contract time or both, shall be authorized by change order and shall be performed under the applicable conditions of the Contract documents.

B. The adjustments to the Contract price and the Contract time resulting from a change in the work shall be determined by mutual written acceptance in one (1) or more of the following ways:

    a. By a lump sum adjustment to the Contract price, properly itemized and supported by sufficient substantiating data to permit evaluation; or

    b. By unit prices bid in the Proposal or subsequently agreed upon in writing; or

    c. By an adjustment to the Contract price at a cost to be determined in a manner agreed upon in writing by the parties; or

    d. If none of the methods set forth in Clauses (a), (b), or (c) is agreed upon, the Contractor, provided they receive a written order signed by the Town Engineer, shall promptly proceed with the work involved, shall be given a reasonable adjustment to the Contract time and shall be paid for such work by an adjustment to the Contract price determined by the Town Engineer on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract price, a reasonable allowance for overhead and profit computed as follows:

        i. For the Contractor, for any work performed by the forces of the Contractor, fifteen percent (15%) of the cost.

        ii. For the Contractor, for work performed by the subcontractor of the Contractor, ten percent (10%) of the amount due to the subcontractor.

        iii. For each subcontractor or sub-subcontractor involved, for any work performed by the forces of the subcontractor, fifteen percent (15%) of the cost, for each material or equipment supplier, ten percent (10%) of the cost of the material and equipment.

iv. For each subcontractor, for work performed by the subcontractor of the subcontractor, ten percent (10%) of the amount due to the subcontractor of the subcontractor.

C. In the event method (d) is used, the Contractor shall immediately notify the Town Engineer in writing of the agreement or disagreement by the Contractor of the method for determining the proposed adjustment in the Contract price or Contract time.

D. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials, including the cost of delivery; cost of labor and the additional costs of supervision and field office personnel directly attributable to the change, including social security, and unemployment insurance and fringe benefits required by the agreement or custom; workers'/workmen's compensation insurance; bond premiums; rental cost of equipment and machinery, not including hand tools, not owned by the Contractor or subsidiary which shall not be in the excess of the lesser of (i) verifiable charges made to other customers of the Contractor, (ii) internal equipment ownership and operation (fuel, oil, etc.) costs, subject to verification and adjustment by audit by the Town Engineer, or (iii) changes based on appropriate hourly, weekly or monthly rate for such equipment reported in the current edition of "Rental Rate Blue Book for Construction Equipment" by Dataquest, a company of the Dun & Bradstreet Corporation or such other similar trade reference which may be agreeable to the Authority and Contractor. The amount of time for both and labor shall be as accepted by the Town Engineer with a minimum of two (2) hours for each occurrence. The amount of credit to be allowed by the Contractor to the Authority for any deletion or change which results in a net decrease in the Contract price will be the amount of the actual net cost of the work deleted as confirmed by the Town Engineer. When both additions and credits covering related work or substitutions are involved in any one change order, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change order. All items of cost in an extra change order will be separately listed and documented to the satisfaction of the Town Engineer.

E. If the Contractor wishes to make a claim for an increase in the Contract price, they shall give the Town Engineer written notice thereof within twenty-one (21) days after the occurrence of the event giving rise to such a claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property. No such claim shall be valid unless so made. If the subject of the claim is determined by the Town Engineer to constitute extra work and if the Town and the Contractor cannot agree on the amount of the adjustment in the Contract price, it shall be determined in accordance with the procedure specified in Clause (d) above. Any change in the Contract price resulting from such claim and otherwise entitled to be recognized, as extra work under the Contract shall be authorized by change order.

F. In case any work or materials shall be required to be done or furnished as extra work, the Contractor shall submit to the Town Engineer each workday eight (8) copies of a daily report for checking. The daily work report shall show the name and number of each worker, including foremen, if any, employed on such work (excluding, however, all other supervisory employees, whose compensation shall not be considered and element of cost for any purpose hereunder), the actual number of hours employed on such work, the character of work that he is doing and wages paid or to be paid to them. The daily work report shall show the expenditures for the various types of approved insurance applicable to such work as required by this Contract, the rate or amount of taxed, if any, which must be paid in connection therewith and the materials furnished, showing the amount and character of such materials, from whom purchased and the amount paid or to be paid therefore. If required by the Town, the Contractor shall produce all books, vouchers, records and memoranda showing the labor and materials actually paid for and the actual prices therefore. Such daily work reports shall not, however, be binding upon the Town if any question or dispute shall arise as to the correct cost of such labor, materials, plant or insurance. If the daily work reports, statements, books, vouchers and other records and memoranda are not submitted by the Contractor as required herein, the Town will make

its own estimate as to the cost of such extra work and such estimate shall be binding and conclusive upon the Contractor. Weekly or monthly summaries in lieu of daily work reports will not be recognized, nor shall the submission of such weekly or monthly summaries be deemed acceptable.

G. The Town Engineer will have the authority to order minor changes in the work not involving an adjustment in the Contract price or an extension of the Contract time and not inconsistent with the intent of the contract documents. Such changes will be effected by written order and shall be binding on the Town and the Contractor. The Contractor shall carry out such written orders promptly.

The Town of Secaucus reserves the right to extend the Contract duration for a period of 365 days upon mutual agreement of the Town and the Contractor.

END OF SCOPE WORK

SECTION 01000

GENERAL REQUIREMENTS

1.01 GENERAL

A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functional system and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of workmanship or materials shall be included in the unit price for the major items of work.

B. Where construction is being performed in traveled roadways, Contractor is to provide necessary traffic control and devices in accordance with the Current Manual on Uniform Traffic Control Devices.

C. Contractor shall notify all utility companies prior to construction of the work under this contract including the utility "Call Before You Dig" requirement at 1-800-272-1000 for any excavation or asphalt paving work under the contract.

D. Prior to any excavation, the Contractor shall have all utilities marked, and shall excavate or otherwise determine exact location and elevation of said utilities. The Contractor shall notify the Town Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule operations appropriately.

E. The Contractor, in the construction of any project, shall not stockpile materials or equipment on any private property; except areas designated by the plans or as directed by the Town Engineer. If so required, the Town Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.

F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Town during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Town Engineer, the work may be done by the Town and charged to the Contractor.

G. Special care shall be taken to prevent contamination, siltation or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water or any ponds or other bodies of water.

H. The Contractor is hereby advised that the Soil Erosion and Sediment Control Act (N.J.S.A. 4:24-39 *et seq.*) is applicable to this project.

I. It is the intent of the current standards for Soil Erosion and Sediment Control to insure that proper measures for erosion control are employed and provide for the early establishment of vegetation that will help avoid erosion problems during and after construction. It is expected that the Contractor will anticipate possible problems and provide timely and adequate control to prevent or minimized adverse effect.

J. The Contractor shall apply and pay for all permits that may be required for any of the work involved with this project. Municipalities or Towns having an interest or jurisdiction on this project are: the Town of Secaucus.

K. Contractor is to notify residents by door-hangers at least forty-eight (48) hours in advance before starting construction work.

L. All notes on plans shall be made a part of the specifications.

M. Contractor shall notify the Town Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive inspections and the normal working hours for the Inspector are from 9:00 A.M. to 4:00 P.M., Monday through Friday. Any overtime inspection costs which are avoidable will be reimbursed by the Contractor.

N. Contractor shall take extreme care in the placement of asphaltic tack coat so as to not make it visible on the concrete curb. It shall be the Contractor's responsibility to keep the concrete curb clean of this oil.

1.02 PUBLIC UTILITIES

A. The bidder is advised to ascertain for themself all of the facts concerning the location of existing utilities.

B. The Contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than ten (10) days in advance of the time proposed to perform any work that will endanger or affect their facilities.

C. The Contractor shall permit the owners of utilities or their agents' access to the site of the work at all times in order to relocate, construct or protect their lines and the Contractor shall cooperate with them in performing this work.

D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore and the bidder shall include all such costs in the prices bid for the various scheduled items in the Bid Form.

1.03 REFERENCE TO THE STANDARD SPECIFICATIONS

A. Portions of the work performed under this contract shall comply with the requirements of the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction and Standard Inputs 2019 and all requirements modified, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are modified, amended or changed in detail drawings prepared specifically for this particular project.

B. The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction and Standard Inputs 2019are made part of these specifications by this reference as

if they were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. Copies may be examined in the Town Engineer's Office or may be found on the New Jersey Department of Transportation's website.

1.04 MAINTENANCE AND PROTECTION OF TRAFFIC

A. The Contractor shall erect or place and maintain in good condition, barricades, warning signs, lights, rubber traffic cones and other warning and danger signals and devices, appropriate and adequate for the specific needs and subject to the Town 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 and at points where traffic is deflected from its vehicular or pedestrian traffic.

B. The Contractor shall provide sufficient watchmen and traffic directors and shall take all other precautions including any that may be ordered by the Town Engineer, which are necessary for the safety of the public and protection of the work.

C. The Contractor shall obtain the approval and consent on all appropriate authorities having jurisdiction, for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance and repair of such detours, the regulations and direction of traffic thereon and the installation and maintenance of sign and traffic devices.

D. Before beginning work on any phase of the project, the Contractor shall furnish and install all specified warning signals, barricades, wood traffic guides, lights and other devices necessary, in the opinion of the Town Engineer, to protect the public during that phase of operations.

E. Road construction signs shall be placed at each end of the project along the road for the work along the public road.

F. During the work on this project, the Contractor shall provide and/or be prepared to provide traffic protection devices in accordance with Part VI "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," Current Edition. The minimum numbers set forth in the Manual shall be on hand at each separate project site prior to the commencement of any work (or phase of work) and shall be maintained available on the project site throughout the period of the project (or phase). Failure to provide and maintain the minimum number of devices specified in the Manual shall be sufficient cause for the Town Engineer to order cessation of the work. When lack of any required safety devices presents an immediate hazard, the Town Engineer may order that such devices be provided by the Town or by other Contractors, deducting the cost thereof from any monies due or becoming due the Contractor.

G. Additional devices up to the maximum number set forth in the Manual shall be provided by the Contractor as required or directed prior to the commencement of any operation or phase of an operation requiring such devices.

H. If found to be an acceptable alternative for police traffic directors by the police department, Traffic Directors (Flagmen) shall be provided whenever alternate two-way traffic is maintained in a single lane, whenever the Contractor's operations require closing of a lane or portion of a lane on a multiple lane roadway, whenever the Contractor's equipment or vehicles are entering or leaving

active roadways at other than normal street intersections whenever a Contractor's operations will be contrary to or cause confusion regarding normal traffic control devices (traffic signals, signs, etc.) within a work area and whenever else, in the opinion of the Engineer, the contractor's operations cause such hazards as to require the use of Traffic Directors.

I. Traffic Directors shall be responsible and thoroughly familiar with their responsibilities, and while serving as Traffic Directors, shall not be required to perform any other duties, Traffic Directors shall be provided with an orange or red flag, an orange or orange and white traffic safety vest or orange hard hat or other appropriate head gear.

J. Any restriction of traffic at any time shall be subject to the review of the Engineer and the Police Department having jurisdiction in the work area. The contractor shall submit a schedule of staged construction for review prior to any restriction of traffic.

K. If detours are proposed by the Contractor, they are to be submitted to the Engineer for review and approval by the Police Department having jurisdiction in the work area and any other agency having jurisdiction of the roadway that will be detoured or roadway that will be used as a detour.

L. All detour signs shall conform to the requirements for Traffic Control Devices.

M. Temporary traffic stripes will be necessary to control and guide traffic through individual work areas. The contractor shall submit a scheme for review by the Engineer of all temporary traffic stripes prior to the removal of any existing traffic stripes.

N. Construction of proposed utilities across existing roadway shall be so staged to maintain one lane in each direction.

O. The Contractor shall provide adequate means of access for fire, police and emergency vehicles throughout the length of the project.

1.05 DUST CONTROL

The Contractor will be required to maintain all excavation, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Town Engineer, the work may be done by the Town and charged to the Contractor. Cost for dust control shall be included in the prices bid for the various items in the bid forms.

1.06 QUANTITY AND PAYMENT

Unless otherwise provided for in these contract specifications, no separate payment will be made for work associated with this section and all costs shall be included in the various items of the bid proposal.

END OF SECTION

SECTION 01710

CLEANING AND RESTORATION

1.01 DESCRIPTION

A. Contractor shall provide all equipment, labor and materials required to clean and restore the site to at least the existing condition prior to beginning work.

B. Maintain premises and public properties free from accumulation of waste, debris, and rubbish caused by work operations.

C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.

D. At completion of project, restore and replace, when and as directed by the Town Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Town Engineer.

1.02 MATERIALS

A. For restorations, use the following materials. All materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications, latest revision, and these specifications.

B. Grass restorations: See Section 806 "Fertilizing and Seeding" and Section 808 "Sodding."

C. Pavement Restorations: See Section 401 "Hot Mix Asphalt (HMA) courses."

D. Restoration of curbs and other concrete structures:

1. Concrete
    a. Shall conform to Section 903.
    b. Compressive Strength: 4,500 psi at 28 days.
    c. Air-entrained

2. Joint Fillers: Section 914.01, preformed Joint Filler.

3. Curing compound: Section 903.10.

4. Roof Drains: Any damaged drains located within the curb shall be restored.

E. ALL OTHER MATERIALS: As approved by the Town Engineer or authorities having jurisdiction

1.03 METHOD OF CONDUCTING WORK – CLEANING

A. Requirements of regulatory agencies:

All excess material shall be removed from the site and disposed of by the Contractor at their expense. Cost to be included in the unit price bid for all items. The disposal site(s) shall be a permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfill(s).

B. Cleaning during construction:

The Contractor shall provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulation of waste materials, rubbish and windblown debris resulting from construction of operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Maintain containers as required.

C. The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Town Engineer, the work may be done by the Town and charged to the Contractor.

1.04 METHODS OF CONSTRUCTION

A. General: All existing structures, unpaved areas and paved areas disturbed or damaged during work under this Contract shall be restored or replaced to a condition at least equal to that existing prior to the beginning work, or as otherwise specified. The methods of conducting this work shall, as a minimum, conform to the following Articles of the New Jersey Department of Transportation Standard Specifications, latest revision.

B. Grass Restorations:

See Section 806 “Fertilizing and Seeding” and Section 808 “Sodding”

C. Pavement Restorations:

The method of construction employed shall conform to the requirements set forth in Section 301, 304 and 401 of the Standard Specifications as applicable to the type of material being utilized.

Restoration type and thickness shall be as shown on the contract drawings.

D. Restoration of curbs and other concrete structures:

1. Curbs: Section 607

2. Other concrete structures: Restore in accordance with applicable Articles of the Standard Specifications.

E. All Other Restorations:

Restore in accordance with applicable Articles of the Standard Specifications, or as approved by the Town Engineer or authorities having jurisdiction.

1.05 QUANTITY AND PAVEMENT

A. All costs for cleaning and Restoration shall be included in prices bid for various items scheduled in the proposal.

END OF SECTION

SPECIAL PROVISIONS

SPECIAL PROVISIONS
FOR STATE AID PROJECTS

FOR

2026 MILL AND OVERLAY PROGRAM

IN THE TOWN OF SECAUCUS

COUNTY OF HUDSON

AUTHORIZATION OF CONTRACT

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

SPECIFICATIONS TO BE USED

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

These Special Provisions consist of the following:

Page **1** of **33** inclusive.

The following additional project specific Attachments are located at the end of these Special Provisions:

PREVAILING WAGE RATES ……..……. ...APPENDIX 1

SPEED TABLE PLAN……. .....APPENDIX 2

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

In the event it is found that any employee of the contractor or any subcontractor covered by the contract, has been paid a rate of wages less than the minimum wage required to be paid by the contract, the contracting agency may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages

and to prosecute the work to completion or otherwise. The contractor and their 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, Division of Purchase & Property, Contract Compliance & Administration, 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 county 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 ADDED:

Full Traffic Access. All work is complete to allow safe unencumbered use of the final paved portion of roadway throughout the project including but not limited to striping, RPMs, rumble strips, highway lighting, and traffic signals as determined by the RE.

Parcel. Property to be acquired for transportation purposes, described by metes and bounds.

Wholly State Funded Project: Any agreement, contract or modification thereof between local public agencies and a person for construction work which is paid for in whole or in part with funds obtained from the State government or borrowed on the credit of the State government pursuant to any program involving a grant agreement, contract, loan, insurance or guarantee. This term excludes any agreement, contract or modification for construction work which is paid for in whole or in part with funds obtained from the Federal government.

REVISE THE FOLLOWING TERMS:

actual cost: The computed cost using calculations of direct labor, labor fringe benefits, indirect labor costs, insurance, materials, extraordinary expenses, equipment, profit, overhead, and subcontractors.

Completion. When all of the following have occurred:
PART (1) IS CHANGED TO:
1. The Work has been satisfactorily completed in all respects according to the Contract including landscaping Items listed in 811.04, removal of SESC measures, FINAL CLEANUP, and repair of unacceptable work.

101.04 INQUIRIES REGARDING THE PROJECT

THE FOLLOWING PARAGRAPHS ARE REVISED IN THIS SUBSECTION:

1. **Before Award of Contract.** Submit inquiries regarding the various types of work to the following representatives of the Department:

Razzaq Manley, P.E.
Town Engineer
20 Centre Ave
Secaucus, New Jersey 07094
Phone (201) 617-5913

Include the following with each inquiry:

1. Name of the Bidder.
2. Telephone number, fax number, email address, and contact person.
3. Specifics of the inquiry, including anticipated results.

The deadline for submitting inquiries is 12:00 p.m., 7 days before the opening of bids.

The Department will investigate the information provided in the inquiry and, if the Department determines that a change or response is necessary, the Department will issue an addendum.

Requests for postponement of bids will not receive a response. The Department will issue an addendum postponing bids if warranted.

2. After Award of Contract.

Razzaq Manley, P.E.
Town Engineer
20 Centre Ave
Secaucus, New Jersey 07094
Phone (201) 617-5913

THE FOLLOWING IS ADDED:

For all projects funded, in whole or in part, out of funds from the Local Aid program, each bidder on a construction contract valued at more than $5,000,000 shall be prequalified by the New Jersey Department of Transportation.

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

102.10 SUBMISSION OF THE BID

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State Funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. Proposal Bond form.
5. Other related documents as specified in the Contract.
6. For Federal Aid Projects exceeding a bid amount of $100,000 or more, Bidder shall certify to the Byrd Anti-Lobbying Act requirements under 31 USC 1352.
7. For Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98, an acknowledgement that the Bidder accounted for the prevailing wage rate in their bid pricing and that the Bidder agrees to pay the prevailing wage rate if awarded the Contract.

THE FOLLOWING IS ADDED AT THE END OF THE SUBSECTION:

By submitting its bid to the Department, the Bidder warrants that no person or selling agency has been employed or retained by the Bidder to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business, for the breach or violation of which warranty the Department shall have the right to annul such Contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee as required by N.J.S.A. 52:34-15.

102.13 CONSIDERATION OF BIDS

102.13.01 Bidder Pre-Award Requirements

PART C IS CHANGED TO:

C. All Projects. Prior to the time of contract award:

1. Submit proof of business registration with the Division of Revenue and Enterprise Services in the New Jersey Department of Treasury as required by N.J.S.A. 52:32-44. Information on how a business can register and obtain proof of business registration can be accessed on the internet at www.nj.gov/njbgs.

THE FOLLOWING IS ADDED IN PART C:

5. Submit proof of valid Public Works Contractor Registration issued by the New Jersey Department of Labor, Division of Wage and Hour Compliance according to N.J.S.A. 34:11-56.48, *et seq*.

102.15 DISQUALIFICATION OF BIDDERS

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will disqualify a Bidder and reject a bid submitted by that Bidder if the Bidder is determined by the Department to lack responsibility. Factors demonstrating a lack of responsibility include, but are not limited to:

1. Evidence of collusion among Bidders.
2. Uncompleted work, which in the opinion of the Department, might hinder or prevent completion of additional work if awarded.
3. Failure to submit at time of bid or within 5 days of bid opening, a completed and signed CR-266 – Schedule of Disadvantaged Business Enterprise/Emerging Small Business Enterprise/Small Business Enterprise Participation.
4. Failure to submit within 5 days of bid opening, proof of documented evidence of good faith efforts to meet the Contract goal, if the Bidder fails to meet the Contract DBE, ESBE or SBE goal.

5. Failure to submit within 5 days of bid opening, a completed and signed Confirmation of DBE/ESBE/SBE Firm (Form CR-273) for each DBE/ESBE/SBE firm listed on the CR-266. The Bidder shall not complete any portion of the CR-273 form.
6. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Trucking Verification (Form CR-274) for each DBE/ESBE/SBE firm listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-274 form.
7. Failure to submit within 5 days of bid opening, a completed and signed DBE/ESBE/SBE Regular Dealer/Supplier Verification (Form CR-272) for each DBE/ESBE/SBE Regular Dealer/Supplier listed on the CR-266, if applicable. The Bidder shall not complete any portion of the CR-272 form.
8. Failure of the Bidder to meet the Contract DBE, ESBE, or SBE goal as determined by the DCR/AA, or make adequate good faith efforts to do so.
9. Failure of the Bidder to acknowledge that the prevailing wage rate is accounted for in their bid pricing and that the Bidder agrees to pay the prevailing wage rate, if awarded the Contract, for Projects subject to the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 to .98,
10. Submission of a materially unbalanced bid. A materially unbalanced bid is a bid where there is a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid, which is structured on the basis of nominal prices for some work and inflated prices for other work, will result in the lowest ultimate cost to the Department.
11. Lack of competency or lack of adequate machinery, plant, or other equipment.
12. Unsatisfactory performance on previous or current contracts.
13. Questionable moral integrity as determined by the Attorney General of New Jersey or the Department.
14. Any other outward actions or lack of action that demonstrates the Bidder is not responsible.
15. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 for state projects.
16. Disqualification, suspension, or debarment of an individual firm, partnership, corporation, joint venture, or any combination as required by N.J.A.C. 16:44-11.1 or Federal Government's System for Award Management (SAM), located at https://www.sam.gov/SAM/ for federally assisted contracts.
17. If the bidder is Federally debarred pursuant to N.J.S.A. 52:32-44.1.

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

103.04 EXECUTION OF THE CONTRACT

THE FIRST PARAGRAPH IS CHANGED TO:

Within 14 days of the date of Award or Conditional Award, the Bidder shall properly and duly execute the Contract and deliver to the Department the following:

1. If escrowing bid documents, the custody agreement as specified in 103.05.
2. Performance bond and payment bond as specified in 151.03.01.

3. Request for Authorization Form for the New Jersey Pollutant Discharge Elimination System 5G3 – Construction Activity Stormwater General Permit (NJG0088323) when required as shown on the Plans.
4. Proof of the registrations specified in 102.01 for the Department of Treasury and the Department of Labor.
5. If the case of non-resident Bidders, the completed form regarding "Appointment of Agent" for compliance with N.J.S.A. 14A:15-2, *et seq*.

103.05 ESCROW BID DOCUMENTS

103.05.A ESCROW BID DOCUMENTS

REVISE SECTION 103.05.A TO THE FOLLOWING:

A. **Purpose.** The bid documents are the supporting information, calculations, quotes, and other information used to prepare the bid. The Department may use the Contractor's bid documents to negotiate changes and claims if they are escrowed and a signed custody agreement is provided. The information contained in the bid documents does not modify the terms and conditions of the Contract. If the Contractor fails to escrow bid documents within the time specified in 103.04, the Department will not make payment for a disproportionate allocation of costs for work for which no Item is provided in the Contract, as specified in 102.08, in the renegotiation of costs of Items when there is a major decrease in quantity.

SECTION 104 – SCOPE OF WORK

104.03.01 Authority to Make Changes

The Department has the right to make changes to the Work at any time, including altering the Contract, altering the requirements of an Item, increasing, or decreasing the quantities of any Item, or deleting any Item. Such changes neither invalidate the Contract, nor release the Surety. The Contractor agrees to perform the Work as changed. If the Contractor does not perform, or refuses to perform the Work as changed, the Department may perform the work with its own forces. If the Department mobilizes its forces to perform the work, the Contractor agrees to pay the Department's cost of performing the work including the cost of material and labor used and the actual costs for police traffic protection and maintenance and protection of traffic as specified in 107.16.

104.03.02 Protests to Change Orders

THE SUBPART IS CHANGED TO:

If the Contractor disagrees with any terms or conditions set forth in a Change Order, submit a written protest to the Department within 30 days after the date of receipt of the Change Order.

A protest is notice that the terms and conditions for proposed work are not in accordance with the Contract, quantity adjustments are incorrect, or that the modification for Contract Time is incorrect. A protest is not a substitute for notice as specified in 104.03.04. Providing a protest within 30 days after

the date of the receipt of a Change Order may not meet the requirements of 104.03.04 or N.J.S.A 59:13-5 and the Department will not make payment for the costs of a claim if recovery is barred by other provisions in the Contract.

In the protest, list the points of disagreement, and, if possible, the specification references, quantities, and costs involved. Ensure that the protest is a specific, detailed statement of the points of disagreement. The Department will reject general protests. If the Department rejects a protest for being a general protest, provide a specific, detailed statement within 7 days of such rejection.

Regardless of whether the Contractor's assent is required, if the Contractor refuses to sign the change order or submit an acceptable written protest within 30 days after the date of receipt of the Change Order or within 7 days of the initial rejection of a protest, the Department will make payment and modify Contract Time as set forth in the Change Order. Such payment is full payment for all work included or required by the Change Order and is conclusive as to any Contract Time modifications provided for therein or in establishing that no Contract Time modification was warranted.

When the Contractor signs a change order and the Department processes the Change Order within 15 days of receiving the Contractor's signature, the Contractor is barred from protesting the Change Order.

Protest does not relieve the Contractor from the obligation to proceed with work directed by an approved Change Order.

104.03.03 Types of Changes

1. Quantity Increases and Decreases.

THE SECOND PARAGRAPH IS CHANGED TO:

For minor changes in quantity, the Department will make payment for the quantity of the Item performed at the bid price for the Item. Construction layout is included in the price of the original work.

3. Changes in the Character of Work.

THE THIRD PARAGRAPH IS CHANGED TO:

If a modification cannot be reached by agreement, the Department will make payment, only for the change in work, by force account as specified in 104.03.08.

104.03.07 Tracking Costs

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

For all work directed to be paid for by force account, track and maintain complete records to provide a clear distinction between the costs for the Force Account work and the costs for other operations. For costs which the Contractor will pursue reimbursement through a Notice or Claim, track and maintain complete records in Force Account style making a clear distinction between Contract work and the work related to the alleged changed condition.

104.03.09 Delay Damages

1. **Non-Productive Activity.** The Department will make payment for the following non-productive activities:

PART E IS CHANGED TO:

e. Equipment. If as the result of the delay, the equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5. If as the result of the delay, the RE determines that the equipment cannot be used for any active work, the RE may request the Contractor to remove the equipment. The Contractor may remove the equipment from the work site or allow it to remain. If the equipment is removed from the work site, the Department will make payment for labor and equipment costs to remove the equipment and to return it to the work site at the end of the delay period. If the equipment remains, the Department will not make payment for the equipment as specified in 104.03.08.7.

If the equipment is required for additional maintenance within the Project Limits, maintenance of traffic control devices, maintenance of SESC measures, and similar activities resulting from the delay and approved by the RE, the Department will make payment as specified in 104.03.08.7.

THE FOLLOWING IS ADDED:

4. **Equipment Escalation**. If, as the result of the delay, equipment use, which had a planned late-finish date occurring before an equipment rate increase date, is required to start after the equipment rate increase date, the Department will make payment for the following:

a. Contractor owned equipment. Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of the Blue Book rate between the planned late finish date for the work and the Blue Book rate when the work was required because of the delay.

b. Rented equipment. Equipment costs as specified in 104.03.08 at the higher rate as evidenced by a comparison of rental agreements, including paid invoices, between the planned late finish date for the work and the date the work was required because of the delay. If rental agreements and paid invoices are not available, provide quotes from the rental company for both dates.

SECTION 105 – CONTROL OF WORK

105.01 AUTHORITY OF THE DEPARTMENT

105.01.01 RE

REVISE THE SECOND PARAGRAPH TO:

Unless otherwise specified, send correspondence with the Department to the RE. Where correspondence is specified to be directed to persons other than the RE, send a copy to the RE. Ensure that correspondence complies with the following:

1. Assign every correspondence sent to the Department a unique correspondence serial number in the subject line, numbered sequentially beginning with Contractor Correspondence No. 1.
2. If the correspondence includes a request for information or asks for an interpretation of the Contract, also assign a unique RFI serial number in the subject line numbered sequentially beginning with RFI-1.
3. If the correspondence constitutes a notice of change, assign a unique change notice serial number in the subject line numbered sequentially beginning with Change Notice No. 1. For subsequent correspondence referring to a change notice or to the events that are the subject of a previous change notice, refer in the subject line to the original change notice number.

105.01.03 CONTRACTOR PERFORMANCE EVALUATION

REVISE SECTION **105.01.03** TO:

This section intentionally left blank.

105.02 RESPONSIBILITIES OF THE CONTRACTOR

105.03 CONFORMITY WITH THE CONTRACT

REVISE THE FIRST SENTENCE OF THE SECOND PARAGRAPH TO:
In the event the Contractor discovers a discrepancy, error, omission, or ambiguity in the Contract, or if the Contractor has any doubt or question as to the intent or meaning of the Contract, the Contractor must immediately notify the RE.

REVISE THE FOURTH SENTENCE OF THE SIXTH PARAGRAPH TO: If the Department loses funding for the nonconforming work, on the basis of permitting nonconforming work to remain, the Department will not pay for the work permitted to remain in place.

105.07 COOPERATION WITH UTILITIES

105.07.01 Working in the Vicinity of Utilities

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The corporations, companies, agencies, or municipalities owning or controlling the utilities, and the name, title, address, and telephone number of their local representative are as listed in Appendix A.

THE FOLLOWING SUBSECTION IS ADDED:

105.11 CONSTRUCTION LAYOUT

Perform a site investigation within the Project Limits to locate existing ROW markers, property markers, survey control markers, and monuments. Before beginning construction operations, protect ROW markers, property markers, survey control markers, and monuments from disturbance and destruction. Notify the RE of the location of property markers and monuments that are in danger of being removed or disturbed and tie to fixed points or locate from established contract control. Do not remove or disturb existing ROW markers, property markers, survey control markers, and monuments until obtaining RE approval. Record and provide field location notes to the RE upon request.

Before removing a monument that is not owned by the Department, notify the agency to which the monument belongs of the need to remove the monument. Provide the RE with copies of correspondence with the agency, as well as the agency's written requirements or guidelines for setting monuments.

If a monument or marker is disturbed or removed without RE approval, the Contractor is responsible for reimbursing the Department for the cost to replace the monument.

Perform layout for the construction of the Contract using the control points and data shown on the Plans. Perform layout under the direct supervision of a licensed land surveyor. Preserve control points throughout the duration of the Project. Reset control points that are damaged, lost, displaced, or removed.

Before beginning construction operations, verify the vertical and horizontal controls provided in the Plans using, at a minimum, third-order, Class I accuracy procedural standards and equipment. Notify the RE in writing of discrepancies or errors and obtain resolution before proceeding with the work. Upon request, provide the RE with survey notes and calculations related to the field control verification.

Before beginning construction operations, establish lines for ROW, easement, and other restrictions, such as boundaries for environmentally sensitive areas to define the limits of construction and temporary operations. Establish limits of tree protection and other vegetation to be preserved. Do not encroach on private property, except as allowed by easements. Document existing site conditions, including vegetation, in areas to be used for excavation, temporary construction, storage, parking, movement of equipment, field office, etc. which will have to be later restored to pre-existing conditions. Provide documentation, including photographs, to the RE.

Provide the Utilities with the layout needed to install relocated utility facilities and coordinate the Work. Ensure that relocated facilities do not conflict with proposed construction, including High Voltage Proximity Act conflicts.

Establish the exact location of the Work from the control points. Reference the Work to baselines that are established from the control points. Maintain baselines until Completion.

Provide and maintain offset baseline stakes for roadways, ramps, jughandles, and turnarounds outside the limits of grading and construction. Set offset stakes at a maximum interval spacing of 50 feet. Where baselines have a radius of less than 475 feet, provide offset stakes at a maximum interval spacing of 25 feet. Identify and mark each stake to show the offset distance from the baseline and provide grade sheets to the RE showing the cut or fill to the finished profile lines with reference to the offset stakes. Provide grade sheets for construction of subbase that include calculations to establish

the typical cross section from the profile grade stake. Provide adequate and accurate offset lines during construction that requires occupation of the baseline points by construction operations. Provide the RE with assistance as requested for verification of lines, grades, boundaries, dimensions, and elevations.

Construct the Work to the dimensions and tolerances noted within the Contract. Except where otherwise noted, construct subbase, base courses, pavements, and structures to within 1/4 inch of the elevations, stations and offsets noted in the Contract. If work does not conform to the tolerances allowed, the Department may consider the work to not be in conformance with the work as specified in 105.03.

For each bridge and sign structure within the Project Limits, provide the RE as-built measurements of the minimum vertical underclearance at each lane line, shoulder line, curb line, and edge of pavement line under a structure to the nearest hundredth of a foot. For each bridge structure, provide vertical underclearance measurements at each fascia beam and the portions of the structure that govern the minimum vertical underclearance. Provide minimum vertical underclearance measurements prior to the completion of each stage of construction. Notify the RE in writing of any discrepancies, errors, or deviations from plan dimensions and clearances prior to opening any bridge or structure or any portion thereof to traffic.

Upon request, provide the RE with survey notes and calculations related to the alignment and horizontal and vertical control, and field notes to document the ROW, including easements and monument locations. Maintain survey notes in a bound field notebook in a professional manner.

The Department will not make payment for survey, stakeout, and layout. The cost is to be distributed across the various items of work and to be included in extra work as may be added to the Contract.

If the Department discovers survey errors, including errors that should have been detected during verification of controls provided in the plans, the Department will deduct the costs of checking and correcting these errors from any money due to the Contractor.

SECTION 106 – CONTROL OF MATERIAL

THE SECTION HEADING IS CHANGED TO:

SECTION 106 – CONTROL OF MATERIAL AND EQUIPMENT

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that materials furnished for the Project are new, unless otherwise specified in the Contract. Comply with 2 CFR 200.323 - Procurement of recovered materials, ensuring that materials furnished for the Project contain, "the highest percentage of recovered materials practicable," where the purchase price of the covered item listed exceeds $10,000. Use materials that conform to the requirements of the Contract. When required by the Contract, use only products and suppliers listed

on the QPL. Use sources of materials that have been approved by the Department on a Materials Questionnaire as specified in 106.04.

106.03 FOREIGN MATERIALS

THE SUBSECTION HEADING IS CHANGED TO:

106.03 FOREIGN MATERIALS AND EQUIPMENT

REMOVE SECTION **106.03.2 Federal Aid Projects**

THE FOLLOWING IS ADDED TO THE END OF THE SUBSECTION:

Comply with 2 CFR 200.216 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment.
Do not provide Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Do not provide video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hanghzou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Do not provide Telecommunications or video surveillance services provided by such entities or using such equipment.
Do not provide Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the director of the National Intelligence or the Director of the Federal Bureau of lnvestigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
Do not provide any equipment assembled by others that has an integral component that was manufactured and supplied by the aforementioned companies.

106.07.01 Certification of Compliance

THE FIRST PARAGRAPH IS CHANGED TO:

Submit manufacturer's Certifications of Compliance stating that the materials and assemblies fully comply with the requirements of the Contract when required by the Contract or requested by the Department, except for materials and assemblies that are temporary and not incorporated into the final construction and are not iron or steel such as sheeting and bridge assemblies. The State reserves the right to determine if a specific material or assembly meets this provision.

106.10 USE OF UNITED STATES FLAG VESSELS

THE ENTIRE TEXT IS CHANGED TO: This section intentionally left blank.

SECTION 107 – LEGAL RELATIONS

107.12 THE CONTRACTUAL CLAIM RESOLUTION PROCESS

REPLACE THIS SECTION WITH: This section intentionally left blank.

107.13 LITIGATION OF CLAIMS BY THE CONTRACTOR

REPLACE THIS SECTION WITH: The Department will not participate in litigation between the RE and the Contractor.

107.14 PATENTED DEVICES, MATERIALS, AND PROCESSES

REMOVE THE SECOND PARAGRAPH OF THIS SECTION.

107.15 TAXES

REVISE THE THIRD SENTENCE OF THE FIRST PARAGRAPH OF THIS SECTION TO: The sales tax exemption does not apply to equipment used for Contract work.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

REMOVE SENTENCE FOUR OF PARAGRAPH TWO OF THIS SECTION.

1. **Values and Quantities.**

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

a. There are no Specialty Items in this Project.

REMOVE PARAGRAPH FOUR OF SECTION 108.1.

REVISE SECTION **108.01.2.C LIMITS AND RESTRICTIONS** TO THE FOLLOWING:

c. The Contractor is barred from subcontracting to firms and individuals suspended or debarred by the Department or included in the State of New Jersey Consolidated Debarment Report maintained by the Department of the Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, joint venture, or limited liability corporation applying to do subcontract work nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's System for Award Management (SAM), located at: https://sam.gov/content/exclusions.

REVISE SECTION **108.01.3.a SUBCONTRACT REQUIREMENTS** TO THE FOLLOWING:

a. Federal Aid Projects. This section intentionally left blank.

108.02 COMMENCEMENT OF WORK

THE THIRD PARAGRAPH IS CHANGED TO:

Do not perform construction layout until the Department has approved the insurance certificates and the safety program. Do not begin other construction operations until after the following actions:

1. A preconstruction conference with the Department has been held.
2. Approval of the progress schedule as specified in 153.03.02.
3. The field office has been established.
4. The ROW limits, limits of construction, environmentally restricted areas, and trees or other vegetation designated to be preserved have been laid out.

108.07.01 Interference

THE SECOND PARAGRAPH IS CHANGED TO:

Schedule and perform the Work so that successive construction operations and lane or roadway openings follow preceding operations as closely as possible. Limit work zones according to the Special Provisions. Confine construction operations adjacent to traffic to one side of the roadway at a time unless otherwise specified by the Contract. Where the Work is performed in stages adjacent to traffic, ensure that the road opened to traffic adequately accommodates traffic. Do not interfere with existing traffic access, except when required to perform the Work or as approved by the RE.

108.10 CONTRACT TIME

ADD THE FOLLOWING:

A. Achieve Completion within 75 calendar days of notice to proceed.

108.11.01 Extensions to Contract Time

108.11.01.A

REVISE THE SECOND PARAGRAPH TO:

The Department will not extend Contract Time due to Extra Work or other type of delay unless an approved progress schedule and updates are current as specified in 153.03. The Department will not make payment for delay damages, unless an approved progress schedule and updates are current as specified in 153.03.

B. Types of Delays.

REVISE THE FOLLOWING SECTIONS TO:

3. Excusable, Compensable Delays. Excusable, compensable delays are delays that are the Department's fault or responsibility. For excusable, compensable delays, the Department will grant an extension of Contract Time and will make payment for delay damages.

4. **Concurrent Delays.** Concurrent delays are separate delays on the critical path that occur at the same time. When an excusable, non-compensable delay is concurrent with an excusable, compensable delay, the Department will grant an extension of Contract Time but will not make payment for delay damages. When a non-excusable delay is concurrent with an excusable delay, the Department will not grant an extension of Contract Time or make payment for delay damages.

REVISE ENTIRE SECTION TO:

C. Submitting Time Impact Evaluation. If an excusable delay occurs, notify the RE, detailing how the event or cause is affecting the approved progress schedule that is current at the time the delay occurred. When the full extent of the impact on the approved progress schedule can be determined, submit a request for an extension of Contract Time to the RE with a Time Impact Evaluation Form and a CPM fragnet diagram including all additional work, and the fragnet's relationship to the approved progress schedule that is current at the time the delay occurred. Clearly identify how each change or delay is represented by an activity or group of activities. Ensure that the fragnet shows logic revisions, duration changes, and new activities, including the predecessor and successor relationships.

The Contractor is considered to have waived its rights to claim an extension of Contract Time, if the Contractor fails to provide written notice or fails to provide the time impact evaluation.

The RE will evaluate the time impact evaluation. The Department will only extend Contract Time when delay causes the work to be extended beyond the scheduled Contract Time as specified in 108.10. If the Contractor is already behind schedule and an excusable delay delays the work beyond the Contract Time as specified in 108.10, the Department will only extend Contract Time for the amount of time that directly results from the excusable delay. If the Department determines that an extension of Contract Time is warranted, the Department will extend Contract Time by a Change Order.

For excusable, compensable delays, submit a request for and documentation supporting the entitlement to compensable delay damages associated with the delay.

108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED

LIST ITEM (1) OF THE FIRST PARAGRAPH IS CHANGED TO:

1. Fails to begin construction operations within 20 days of execution of the Contract.

THE THIRD PARAGRAPH IS CHANGED TO:

If the Department directs the Surety to complete the Contract, the Department will provide to the Surety the Contract as defined in 101.03 and the completion status of the Contract. If the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as specified in 108.01 within 45 days of receipt of the Contract provided by the Department pursuant to this Section. The Department, in its sole discretion, has the right to reject a request by the Surety to

use the Contractor or another contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety.

THE FOLLOWING IS ADDED AFTER THE THIRD PARAGRAPH:

If the Department approves the Surety's request to use the Contractor as the completion-contractor, the Surety shall cause the Contractor to begin Work, as defined in 101.03, within 45 days of notice of the Department's approval or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

If the Department does not approve the Surety's proposed completion-contractor, the Surety must submit to the Department a request for approval of an alternative completion-contractor within 60 days of notice of the Department's disapproval. If the Department does not approve the Surety's alternative completion-contractor, the Department may continue to request approval of another alternative completion-contractor. Within 60 days of notice of the Department's approval of the Surety's proposed completion-contractor, the Surety shall cause the completion-contractor to begin Work, as defined in 101.03, or as directed by the Department based on factors including but not limited to weather, seasonal restrictions, permits or at its sole discretion. The failure of the Surety to comply with the deadlines set forth in this Section shall be deemed a material breach of the Contract.

108.15 TERMINATION OF CONTRACT

108.15.02 For Cause

REVISE PARAGRAPH FIVE TO:
The Department will not make payment for profit and overhead not included in the Contract price for Items for work completed or partially completed except that the Department may make payment for profit and overhead on work.

108.19 COMPLETION AND ACCEPTANCE

THE FOLLOWING IS ADDED:

No Incentive Payment for Early Completion is specified for this project.

108.20 LIQUIDATED DAMAGES

THE FOLLOWING IS ADDED:

Liquidated damages are as follows:

A. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of $500 for the first 15 days, $1,000 from day 16 to 30 and $2,000 for every day after 30 days.

SECTION 109 – MEASUREMENT AND PAYMENT

CHANGE THE ENTIRE TEXT OF 109.03 TO THE FOLLOWING:

109.03 PAYMENT FOR FORCE ACCOUNT

This section intentionally left blank.

109.04 PAYMENT FOR DELAY DAMAGES

CHANGE THE FIRST SENTENCE TO:

For eligible extensions, the department will make payment for the costs allowed based on the following documentation submitted by the contractor:

PART (10) IS CHANGED TO:

10. Documentation in the same format as above for each subcontractor with certification by the Contractor that the documentation is complete, accurate, and true**.**

THE FOLLOWING IS ADDED TO THE LIST:

11. Certification stating that all costs submitted have been incurred because of the delay, and all vendor invoices have been paid.

109.05 ESTIMATES

THE FOURTH PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, whether:

1. No subcontractor or supplier was used on the project; or
2. Each subcontractor and supplier used on the project has been paid the amount due, excluding retainage, from the previous progress payment and will be paid the amount due from the current progress payment, excluding retainage, for the subcontractor or supplier's work that was paid by the Department; or
3. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payments from the subcontractor or supplier. Therefore, the following subcontractors and suppliers have not been paid for work performed or materials supplied to the project from the proceeds of the previous progress payment or will not be paid for work performed or materials supplied to this project from the proceeds of the current progress payment, or both.

REVISE THE TWELFTH PARAGRAPH TO:

The Department will deduct and withhold 2 percent in retainage from the total Estimate amount for State Funded Projects. On State Funded Projects, the Contractor may not withhold subcontractor retainage that exceeds the amount of retainage that the Department withholds from the Contractor.

109.06 MATERIALS PAYMENTS AND STORAGE

THE SUBSECTION IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds $25,000.00; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department may also direct the Contractor to purchase materials ahead of schedule for this purpose. The Department will not make payment for such materials until the RE is satisfied that:

1. The Contractor has properly stored and protected materials within the Project Limits or at locations owned or leased by the Contractor or the Department within the State, except that the Contractor may store structural steel outside the State with the prior approval of the Department. Provide and comply with manufacturers', suppliers', and fabricators' storing and handling recommendations for each material, as specified in 108.04.
2. The ME has inspected the materials and they appear to be acceptable based upon available supplier's certification and materials test reports.

PART 3 IS CHANGED TO:

3. The Contractor has provided the RE with the paid invoice or paid bill of sale for the materials, a certification from the supplier that the material was paid for, and a fully executed Release of Liens for Materials Stored for Incorporation in Department of Transportation Project Form, including the transfer of ownership to the Department.
4. For material stored on property not belonging to the Department, the material is stored in a fenced area with access limited to the Department and the Contractor. Additionally, the Contractor has posted a sign at the location clearly identifying, and printed in large letters, that the materials are without encumbrances and are to be solely used for the Project.
5. When materials are stored in a leased area, the lease is made out to the Contractor and provides that it shall be canceled only with the written permission of the Department. Submit a copy of the lease to the RE.

Payment for materials does not constitute Department approval or Acceptance of the materials or work. If materials paid for are damaged, stolen, or prove to be unacceptable, the Department has the right to recover the costs from the Contractor. Stored materials are not to be removed from storage except for incorporation into the project. The Department will not make payment for plant materials until they are planted or installed.

109.09 AUDITS

THE FIRST SENTENCE IS REVISED TO:

All claims filed are subject to audit at any time following the filing, whether or not part of a suit pending in the courts of this State pursuant to N.J.S.A. 59:13-1, et seq.

109.11 FINAL PAYMENT AND CLAIMS

REVISE THE FOURTH PARAGRAPH TO THE FOLLOWING:

Include in the release the specific monetary amounts and the specific nature of the claims being reserved. Failure to state specific monetary amounts and the specific nature of the claim shall result in a waiver of such claims. The Contractor may reserve only those claims properly filed with the Department and not previously resolved. The Contractor waives all claims for which the required notice has not been filed with the Department.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.04 MEASUREMENT AND PAYMENT

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

Performance Bond and Payment Bond will not be measured for payment. The cost shall be included in the various items in the Contract.

SECTION 153 – PROGRESS SCHEDULE

153.03.01 CPM PROGRESS SCHEUDLE

REVISE THE SIXTH PARAGRPAH TO:

> The progress schedule does not constitute notice and does not satisfy the notice requirements. Approval of the schedule by the RE does not modify the contract or constitute acceptance of the feasibility of the contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that specified in 108.10, this does not change the specified completion date. If the re approves a schedule that reflects a completion date earlier than that specified as the contract time, the department will not accept claims for additional contract time or compensation as the result of failure to complete the work by the earlier date shown on the CPM schedule. Float is the amount of time that an activity may be delayed from its early start without delaying completion. Float belongs to the project and is not for the exclusive use of the contractor or the department.

153.03.03 BAR CHART PROGRESS SCHEDULE UPDATE

REVISE THE THIRD PARAGRAPH TO:

> Approval of the schedule by the RE does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. The progress schedule does not constitute notice and does not satisfy the notice requirements. Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

SECTION 154 – MOBILIZATION

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

The Department will make payment for MOBILIZATION for each directed operation when the total quantity of asphalt pavement associated with the directed operation is less than 500 tons. When the total quantity of asphalt pavement associated with a directed operation is 500 tons or greater, no payment will be made for MOBILIZATION for that operation.

A directed operation, as designated by the Owner, may include work at multiple street locations and shall be considered one operation when performed under the same direction from the Owner.

The Department will make one unit payment for MOBILIZATION for each qualifying directed operation, regardless of the number of street locations included in the operation or the number of times the Contractor suspends work, demobilizes, and subsequently returns to complete the operation.

The Department will measure and make payment for Items as follows:

Item	*Pay Unit*
MOBILIZATION (UNDER 500 TON OF ASPHALE)	UNIT

SECTION 155 – CONSTRUCTION FIELD OFFICE

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 156 – MATERIALS FIELD LABORATORY AND CURING FACILITY

REPLACE THIS SECTION WITH THE FOLLOWING:

This section intentionally left blank.

SECTION 159 – TRAFFIC CONTROL

159.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22 .....902.01.01

159.02.02 Equipment

THE FOLLOWING EQUIPMENT IS CHANGED TO:

Arrow Board 1001.01

THE FOLLOWING IS ADDED TO THE LIST OF EQUIPMENT REFERENCES:

Portable Variable Message Sign w/Remote Communication 1001.04
Portable Trailer Mounted CCTV Camera Assembly.....1001.05

159.03.01 Traffic Control Coordinator

THE FIRST PARAGRAPH BEFORE THE LIST IS CHANGED TO:

Before starting Work, submit to the RE the name, training, work experience, and contact information of an employee assigned as the on-site Traffic Control Coordinator (TCC). The TCC must be certified as having successfully completed the Rutgers CAIT Traffic Control Coordinator Program, or an equivalent course as approved by the NJDOT Office of Capital Project Safety. The TCC must also successfully complete an approved Traffic Coordinator refresher course every 2 years. The TCC is a full-time position and the employee designated as TCC must be available on a 24 hour a day, 7 days a week basis. The TCC shall have the responsibility for and authority to implement and maintain all traffic operations for the Project on behalf of the Contractor. Ensure that the TCC is present at the work site at all times while the Work is in progress. The TCC's responsibilities and duties shall include the following:

159.03.02 Traffic Control Devices

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that FHWA category 1, 2, 3, and 4 traffic control devices (TCDs) conform to the requirements of the 2016 Edition of the Manual for Assessing Safety Hardware (MASH), except that TCDs manufactured on or before December 31, 2019 must have been purchased by the Contractor on or before December 31, 2019, and conform to the requirements of NCHRP 350, MASH 2009, or MASH 2016. Provide each device's applicable MASH 2016, MASH 2009, or NCHRP 350 test results and FHWA Eligibility letter, if issued by the FHWA, to the RE. Provide the RE with the purchase date certification for devices not meeting the MASH 2016 requirements upon delivery to the site. Ensure that traffic control devices meet or exceed an acceptable condition as described in the ATSSA guide Quality Standards for Work Zone Traffic Control Devices. Traffic control devices need not be new but must be in good condition. Provide traffic control devices according to MUTCD.

2. Construction Barrier Curb.

THE SECOND PARAGRAPH IS CHANGED TO:

At least 30 days before delivering construction barrier curb to the Project Limits, provide the RE notice that the barrier curb is available for inspection. Ensure the barrier curb is not stacked for this inspection. The RE will inspect the barrier curb, along with a Contractor representative, to determine what pieces are not approved for delivery to the Project Limits. Final determination of construction barrier approval will be made at the time of placement at the Project.

PART (5) IS CHANGED TO:

5. Temporary Crash Cushion. Install inertial barrier systems as specified in 611.03.01. Install temporary compressive crash cushions as specified in 611.03.02. Immediately repair or replace crash cushions that become damaged or become inoperable. Begin repair or replacement of the temporary crash cushion within 1 hour of receiving notice of damage from the Department. Ensure that workers assigned to such repair or replacement work continuously until the temporary crash cushion is repaired or replaced. If the Contractor fails to respond to a damage notification and begin work within 1 hour of notification, or does not continue to work until the temporary crash cushion is repaired or replaced, the Department will require closure of the adjacent live lane. Lane occupancy charges will be imposed as specified in 108.08 for the period of time the adjacent lane is closed. Should the Department have to respond to a repair with its own forces because of a Contractor's lack of response to a damage notification, the Contractor agrees to pay the Department a sum of $3,000 for costs of mobilizing its forces and equipment. In addition, the Contractor must pay the Department the actual cost of material used for the repair and pay the actual costs of police traffic protection. Maintain an adequate number of replacement parts to repair damaged units at all times. Keep the areas in front, atop, and around the crash cushions clear of snow accumulation of more than 4 inches in depth.

Upon removal of the crash cushion, cut anchor bolts at least 3 inches below the surface of the surrounding roadway. Repair HMA pavement as specified in 401.03.03. Repair concrete pavement as specified in Section 452.

159.03.08 Traffic Direction

PART A IS CHANGED TO:

A. Flagger. Provide a flagger that has received formal training in flagging operations and the proper use of the STOP/SLOW paddle. The flagger must be able to demonstrate the abilities indicated in the current MUTCD and, when requested, demonstrate competency to the RE. Immediately replace flaggers who fail to demonstrate competency with a competent flagger. Ensure that flaggers wear a 360 degree high-visibility retroreflective orange safety garment meeting ANSI/ISEA Class 3, Level 2 standards. Ensure that the flagger is equipped with a STOP/SLOW paddle and follows MUTCD flagging procedures.

PART B IS CHANGED TO:

B. Police. Police Traffic Directors will be off-duty police officers from within the Municipality where the work is being performed. Police Traffic Directors will be located where shown on the Plans or at specific locations designated by the RE during construction hours. The Municipality is to be

contacted in order to obtain the services of Police Traffic Directors. The name, address, and telephone number of the local representative is listed below:

Lieutenant Giacomo Sallustio
Town of Secaucus
Police Department
1203 Paterson Plank Road
Secaucus, New Jersey 07094
Tel: (201)-681-9904

159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED:

Police Traffic Directors will be paid by the Town of Secaucus. The Town reserves the right to charge the contractor for failing to cancel scheduled offices within the designated time frame as outlined by the Secaucus Police Traffic Division.

THE FOLLOWING IS ADDED:

If the contractor fails to deliver to the job site or provide the traffic control devices listed below, payment is subject to being withheld. The following signs shall be the minimum required for the project. Cost shall be included in the unit price bid for Construction Signs.

Construction Signs, 36” X 36” (W20-1A) .....6 Unit

Construction Signs, 36” X 18” (G20-2A) .....2 Unit

Additional signs may be required, as directed by the RE:

Construction Identification Signs, 84” X 42”
(“On or About” – Start Date of Construction) .....2 Unit

The following section is added:

SECTION 162 – NIGHT OPERATIONS

162.01 DESCRIPTION

NIGHT OPERATIONS shall follow and include all requirements of section 108.06 NIGHT OPERATIONS of the Contract Requirements Division 150.

162.04 MEASUREMENT AND PAYMENT

The Department will make payment for NIGHT OPERATIONS for each night of a directed operation when the working hours are restricted to be performed during a time which extends into 30 minutes before sunset to 30 minutes after sunset.

NIGHT OPERATIONS shall only be performed at the direction of the Owner.

The Department will make one unit payment for NIGHT OPERATION for each qualifying night required to complete the operation. This item shall include all costs for vendors and subcontractors to perform the necessary work to complete the operation during the restricted time frame.

The Department will measure and make payment for Items as follows:

Item	*Pay Unit*
NIGHT OPERATIONS	UNIT

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.03.01 Clearing Site

PART A IS CHANGED TO:

A. Preparation. Construct SESC measures, as specified in 158.03.02, before clearing site.

SECTION 202 – EXCAVATION

202.03.01 Stripping

THE SECOND PARAGRAPH IS CHANGED TO:

Strip vegetation and underlying soil to a depth of 4 to 6 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on field conditions. Temporarily store in stockpiles, as specified in 202.03.03.B, stripped material including excess that is determined suitable for the future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use as topsoil. Reuse or dispose of unsuitable stripped material as specified in 202.03.03.C.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

THE FIRST ITEM IS CHANGED TO:

Tack Coat 64-22, PG 64S-22.....902.01.01

401.03.01 Milling

A. HMA Milling.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Milled areas shall be paved within 24 hours, unless approved otherwise by the RE.

401.04 MEASUREMENT AND PAYMENT

REPLACE THIS SUBSECTION WITH THE FOLLOWING:

The Department will measure and make payment for Items as follows:

Item	*Pay Unit*
HMA MILLING, 3" OR LESS	SQUARE YARD
HOT MIX ASPHALT 9.5M64 SURFACE COURSE	TON

The specified depth of the milling is measured from the original surface to the top of the high spots of the textured surface.

The RE will measure HOT MIX ASPHALT PAVEMENT REPAIR before overlay by the square yard of area bounded by the sawcuts.

The RE will measure TACK COAT by the volume delivered, converted to the number of gallons at 60 °F as calculated by the temperature-volume correction factors specified in 902.01.

The RE will measure HOT MIX ASPHALT 9.5M64 SURFACE COURSE by the ton as indicated on the certified weigh tickets, excluding unused material. When nominal maximum aggregate size 3/8 inch HMA surface course is directed for use in transition (run out) areas, the Department will include this weight with the weight for HOT MIX ASPHALT 9.5M64 SURFACE COURSE.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 602 – DRAINAGE STRUCTURES

602.03.03 Setting Casting, Reset Casting, and Reconstructed Inlet and Manhole

THE FIRST PARAGRAPH IS CHANGED TO:

When modifying less than 1 foot of an inlet or manhole, set a new casting, or reset the existing casting. When modifying 1 foot or more of an inlet or manhole, reconstruct the inlet or manhole.

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Existing inlet and manhole castings which are no longer required become the property of the Owner.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.03.01 HMA Sidewalks, Driveways, and Islands

606.03.02 Concrete Sidewalks, Driveways, and Islands

THE FOLLOWING IS ADDED BEFORE THE FIRST PARAGRAPH:

The Contractor shall construct all sidewalks, curb ramps and pedestrian facilities within the public right-of-way or easements in full compliance with latest version of the "Proposed Accessibility Guidelines for Pedestrian Facilities in the Public "Right-of-Way" located at https://www.access-board.gov/prowag and the Manual on Uniform Traffic Control Devices (MUTCD). Workmanship and materials shall be in conformance with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction as amended and supplemented by County and/or Municipal requirements. The Contractor is notified that improperly constructed ramps and facilities, as determined by the Municipality and/or County, will require replacement with compliant ramps and facilities at the sole cost and expense of the Contractor.

606.04 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 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.

SECTION 610 – TRAFFIC STRIPES, TRAFFIC MARKINGS, AND RUMBLE STRIPS

610.04 MEASUREMENT AND PAYMENT

THE SUBPART IS CHANGED TO:

The Department will measure and make payment for Items as follows:

Item	*Pay Unit*
TRAFFIC MARKINGS LINES, 4", 6", & 12"	LINEAR FOOT
TRAFFIC MARKINGS SYMBOLS	SQUARE FOOT

The Department will measure TRAFFIC STRIPES and TRAFFIC MARKINGS LINES by the linear foot for each specified width of stripe. The Department will not measure gaps in striping.

DIVISION 900 – MATERIALS

SECTION 902 – ASPHALT

902.01.01 Asphalt Binder

THE FIRST TWO PARAGRAPHS ARE CHANGED TO:

Use an asphalt binder that is storage-stable and conforms to AASHTO M 332. Include compliance with the elastic response requirement in Figure 1 of AASHTO R 92, if applicable.

902.02.01 Mix Designations

PART (4) IS CHANGED TO:

4. "E" The fourth field in the Item description designates the high temperature designation of the performance-graded binder. Options are "64" for PG 64S-22 and "E" for PG 64E-22.

902.02.03 Mix Design

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Unless otherwise approved by the engineer, only one source of supply for hot mix asphalt surface course may be used on the project.

A General Acceptance Requirements.

THE SECOND PARAGRAPH OF SECTION (A) IS CHANGED TO:

For PG 64S-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 290 °F when the ambient temperature is less than 50 °F or is at least 275 °F when the ambient temperature is greater than or equal to 50 °F. For PG 64E-22, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the manufacturer's recommended laydown temperature. For mixes produced using a WMA additive or process, ensure that the temperature of the mixture at discharge from the plant or surge and storage bins is at least 10 °F above the WMA manufacturer's recommended laydown temperature.

D. Acceptance Testing and Requirements.

PART D IS CHANGED TO:

The ME will determine volumetric properties at N_{des} for acceptance from samples taken, compacted, and tested at the HMA plant. The ME will compact HMA to the number of design gyrations (N_{des}) specified in Table 902.02.03-2, using equipment according to AASHTO T 312. The ME will determine bulk specific gravity of the compacted sample according to AASHTO T 166. The ME will use the most current QC maximum specific gravity test result in calculating the volumetric properties of the HMA.

The ME will determine the dust-to-binder ratio from the composition results as tested by the QC technician.

Ensure that the HMA mixture conforms to the requirements specified in Table 902.02.04-1, and to the gradation requirements in Table 902.02.03-1. If the test results are outside of the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1 for an acceptance sample, immediately run a quality control sample. If the quality control sample is also outside of the requirements specified in Table 902.02.03-1 or Table 902.02.04-1, determine if a plant adjustment is needed and take corrective action to bring the mix into compliance. Take an additional quality control sample immediately after completing the corrective action to ensure

that the mix is within the requirements. If the mix is within the requirements based on the quality control sample results, then the ME will immediately take an acceptance sample to test and verify that the composition meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1. If 2 consecutive acceptance or quality control samples are outside the gradation or volumetric requirements specified in Table 902.02.03-1 or Table 902.02.04-1, immediately stop production and shipping.

After a production stop, obtain ME approval of a plant correction plan before resuming production. Upon restarting production, do not transport mixture to the Project Limits before the results of a quality control sample from the mixture indicate that the mixture meets gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1 and ME approval. The ME will reject mixture produced at initial restarting that does not meet gradation and volumetric requirements specified in Table 902.02.03-1 and Table 902.02.04-1.

The ME will test a minimum of 1 sample per 3,500 tons for moisture, basing moisture determinations on the weight loss of an approximately 1,600 gram sample of mixture heated for 1 hour in an oven at 280 ± 5 °F. Ensure that the moisture content of the mixture at discharge from the plant does not exceed 1.0 percent.

Table 902.02.04-1 Hot Mix Asphalt Requirements for Control

Compaction Levels	Required Density (% of Theoretical Max. Specific Gravity)	Voids in Mineral Aggregate (VMA), % (minimum)						Dust-to-Binder Ratio
		Nominal Max. Aggregate Size, mm						
	@N_{des}[1]	37.5	25.0	19.0	12.5	9.5	4.75	
L, M	95.0 – 97.0	11.0	12.0	13.0	14.0	15.0	16.0	0.6 – 1.3

1. As determined from the values for the maximum specific gravity of the mix and the bulk specific gravity of the compacted mixture. Maximum specific gravity of the mix is determined according to AASHTO T 209. Bulk specific gravity of the compacted mixture is determined according to AASHTO T 166.

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

902.02.04 Sampling and Testing

THE FOLLOWING SUBSECTION IS ADDED:

E. Acceptance of HMA. Department may accept the HMA as specified in 902.02.04.A through 902-02.04.E by employing staff or an independent testing agency at the HMA plant during production. The inspector who performs the quality assurance sampling shall be certified by the Society of Asphalt Technologists of New Jersey as an Asphalt Plant Technologist, Level 2. Form "DS-8 HMA Testing Summary Report – State Aid" provided on the Local Aid Website must be utilized by the Laboratory report their findings.

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

SECTION 903 – CONCRETE

903.01 CEMENT

THE ENTIRE SUBSECTION TEXT IS CHANGED TO:

Use cement, listed on the QPL, that is either portland cement or blended hydraulic cement and conforms to the following:

Portland Cement, Type I, II, and Type III..... ASTM C 150

Blended Hydraulic Cement, Type IS, IP, and IL ..... ASTM C 595

Only use Type III portland cement for Class V concrete, prestressed Items, and precast Items.

Use portland cement pre-blended with a maximum of 25 percent fly ash, by weight, or a maximum of 5 percent silica fume by weight, or with a maximum of 50 percent slag by weight for blended hydraulic cement Type IS or IP. Use portland cement pre-blended with a minimum of 5 percent limestone content and a maximum of 15 percent limestone content by weight for blended hydraulic cement Type IL. Ensure that a scaling test according to ASTM C 672 is completed on the mix design if more than 30 percent slag is used and that the concrete has a visual rating less than 3 after 50 cycles.

Do not add additional mineral admixtures to blended hydraulic cements Type IS or IP at the concrete plant unless approved by the ME. The use of additional mineral admixtures in blended hydraulic cement Type IL at the concrete plant is permitted if the mineral admixture is listed on the QPL

Do not mix different brands of cement, the same brand of cement from different mills, or different types of cement.

Provide suitable means for storing and protecting the cement against dampness. The ME will reject cement that has become partially set or that contains lumps of caked cement. Ensure that the temperature of the cement at the time of delivery to the mixer does not exceed 160 °F.

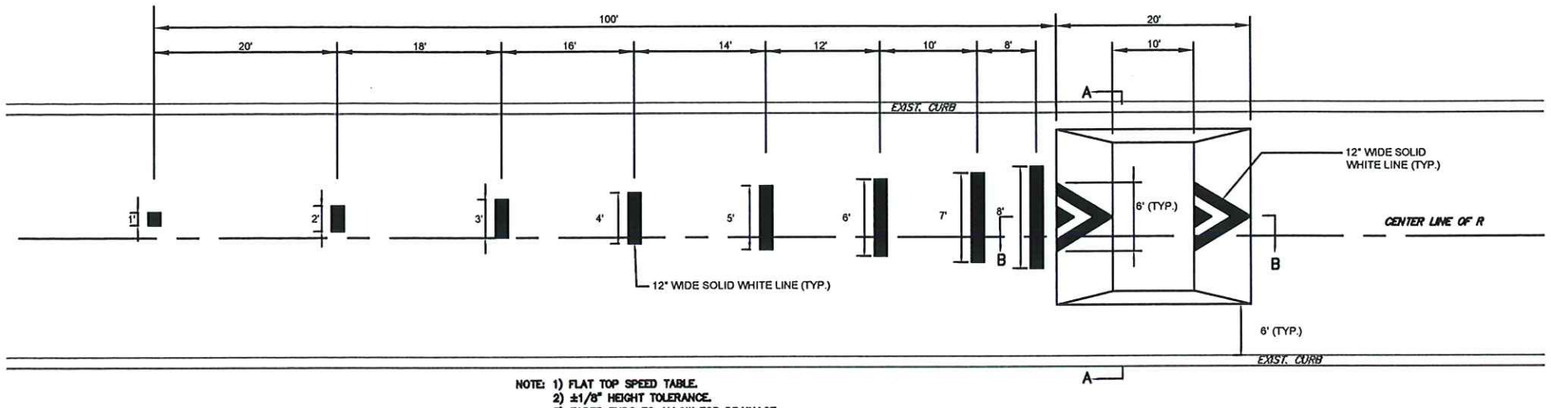
APPENDIX 1

NEW JERSEY PREVAILING WAGE RATES

It is recommended the bidder download the wage rates immediately
prior to the scheduled bid due date to ensure the latest rates are included in their bid.

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

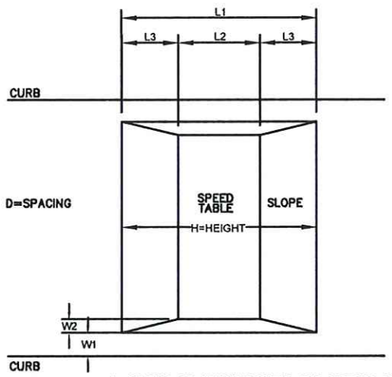
APPENDIX 2



NOTE: 1) FLAT TOP SPEED TABLE.
2) ±1/8" HEIGHT TOLERANCE.
3) TAPER ENDS TO ALLOW FOR DRAINAGE.

SPEED HUMP TRAFFIC MARKINGS

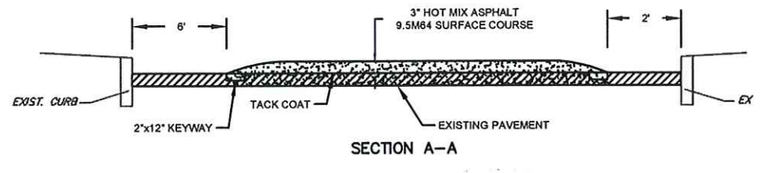
N.T.S.



1. CURB TO EDGE WIDTH (W1) IS DESIRABLY 2 FEET. WHERE PARKING IS ALLOWED FULL-TIME, THIS MAY BE WIDENED TO 8 FEET. SINCE DRIVERS WILL SEEK TO AVOID TRAVERSING A SPEED TABLE IF AT ALL POSSIBLE, THESE EXCEPTIONS SHOULD BE KEPT TO A MINIMUM.
2. WHERE THERE IS A MARKED ON -STREET BIKE LANE, THE EDGE SHOULD ALIGN WITH THE LANE MARKING (TYPICALLY 5 FT FROM THE CURB)
3. THE RATIO TO DETERMINE THE SIDE TAPER WIDTH (W2) IS 8:1. FOR A 3" TABLE ITS 24 INCHES.
4. ON BUS OR TRUCK ROUTES, THE OVERALL LENGTH (L1) SHOULD BE EXTENDED TO ACCOMODATE THE WHEELBASE OF THE DESIGN VEHICLE. FOR EXAMPLE, A SCHOOL BUS HAS A WHEELBASE OF 22 FEET, SO THE SPEED TABLE WOULD HAVE A TOP LENGTH (L2) OF 22 FEET. THE RAMP LENGTHS (L3) REMAIN THE SAME, BUT THE OVERALL LENGTH (L1) INCREASES ACCORDINGLY, UP TO A MAXIMUM OF 50 FEET.
5. THE SPACE (D) IS GIVEN AS A RANGE FOR IT IS LARGELY DEPENDENT ON THE LOCATION OF DRIVEWAYS, CURVES IN THE ROADWAY, ROADWAY GRADE, CATCH BASINS, UTILITY OPENINGS, AND ROADSIDE FEATURES. ABOVE ALL, SPEED TABLES SHOULD BE LOCATED ACCORDING TO CONTEXT. FOR EXAMPLE, IF A PARK, SCHOOL OR A PLAYGROUND ABUTS THE ROADWAYS, THEN A SPEED TABLE SHOULD BE LOCATED AT OR BEFORE IN THE DIRECTION OF TRAVEL THE ENTRANCE TO THE PARK, SCHOOL OR PLAYGROUND. SIMILARLY, THE NIGHTTIME VISIBILITY OF A SPEED TABLE CAN BE MAXIMIZED BY LOCATING THE SPEED TABLE DIRECTLY UNDER A STREET LIGHT, OR JUST AFTER ONE (IN THE DIRECTION OF TRAVEL)
6. THE TOP OF THE SPEED TABLE SHOULD BE GRADED PARALLEL TO THE ROADWAY.
7. OVERALL LENGTH (L1) MAY BE LENGTHENED TO COORDINATE WITH PAVEMENT, STREETSCAPE, LANDSCAPE, OR OTHER URBAN DESIGN TREATMENT TO A MAXIMUM OF 50 FEET.

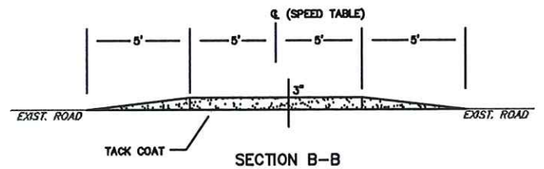
SPEED TABLE DIMENSIONS

SPEED PROFILE MPH	H HEIGHT INCHES	L1 OVERALL LENGTH FEET	L2 TOP LENGTH FEET	L3 RAMP LENGTH FEET	D SPACING LENGTH FEET
25	3	20	10	5	375-425
30	3	22	10	8	450-500
35	3	26	10	8	525-575



SECTION A-A

NOTE: GUTTER ELEVATIONS TO BE MAINTAINED AT BOTH SIDES FOR DRAINAGE PURPOSES.



SECTION B-B

NOTE:

THE FOLLOWING ITEMS ARE INCLUDED UNDER THE ITEM SPEED TABLE.

- TACK COAT
- HOT MIX ASPHALT 12.5M64 SURFACE COURSE
- SPEED TABLE PAVEMENT MARKINGS
- SPEED TABLE ADVANCE PAVEMENT MARKINGS

SPEED TABLE

NTS

NO.	REVISION	DATE	BY	CHK. BY

DETAILS

2026 ROAD PROGRAM
MILL AND OVERLAY

TOWN OF SECAUCUS, HUDSON COUNTY, NEW JERSEY

DATE: 8/10/26

RAZZAQ MANLEY NJ PROFESSIONAL ENGINEER LIC. NO. 24GE06102500

TOWN OF SECAUCUS ENGINEERING DEPARTMENT
20 CENTRE AVENUE, SECAUCUS, NJ 07094
(201) 617-5913, FAX (201) 617-5937, WEB SITE ADDRESS: HTTP://SECAUCUSNJ.GOV

SCALE	DATE	DRAWN BY	DSGN. BY	CHK'D. BY	DWG. NO.	SHEET. NO.
NO SCALE	08/26	S.P.G.	S.P.G.	R.S.M.	APPENDIX 2	N/A