

CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR THE
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK

TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

October 2017

Bid Opening Date: OCTOBER 25, 2017

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**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

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**TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY**

**NOTICE TO BIDDERS
PROPOSED TRAIL PROJECT
FOR THE**

MUNICIPAL CAMPUS AND BAYNE PARK

NOTICE is hereby given that sealed bid proposals for a contract for the Proposed Trail Project for the Municipal Campus and Bayne Park located in the Township of Harding will be received by the Township Administrator for the Township of Harding, Morris County, New Jersey at the Township of Harding Municipal Building, 21 Blue Mill Road, New Vernon, New Jersey on **OCTOBER 25, 2017 at 11:00 A.M.**, prevailing time, at which place and time all bid proposals received will be opened and read aloud.

The plans and specifications for the subject project, instructions to bidders, general conditions, contract form, performance bond form, bid proposal form and other bidding documents are available at the office of the Township Clerk in the Township Municipal Building, 21 Blue Mill Road, New Vernon, NJ 07976, between the hours of 8:30 A.M. and 4:30 P.M. Monday through Thursday and between the hours of 8:00 A.M. and 1:00 P.M. on Friday beginning on **October 5, 2017**.

Each bid proposal must be enclosed in a sealed envelope bearing the name and address of the bidder and designation of the contract on the outside, addressed to the Township Purchasing Agent, Township of Harding, Morris County, New Jersey.

Bid proposals shall be submitted at the place and time scheduled for the opening of proposals provided; however, a bid proposal may be submitted by mail or other delivery if placed in a sealed envelope marked as herein above provided and mailed or otherwise delivered to Lorene K. Wright, Purchasing Agent, Township of Harding Municipal Building, 21 Blue Mill Road, P.O. Box 666, New Vernon, New Jersey 07976, in which case the delivery of the sealed bid proposal envelope to the Custodian of Bids prior to the time for the opening of the bid proposals is the responsibility of the bidder.

Bid proposals shall be prepared and submitted on the forms provided and in a manner required by the instructions to bidders. Each bid proposal must be accompanied by a certified check, cashier's check or a bid bond in an amount equivalent to 10% of the total amount of the bid, but not to exceed \$20,000 (Twenty Thousand Dollars), to guarantee that the bidder to whom a contract may be awarded will execute the contract.

Each bid proposal must include a consent of surety from a surety company stating that the surety company will provide the bidder with the required performance bond if the contract is awarded to the bidder. Other documents specified in the instructions to bidders and in the checklist required to accompany each bid proposal must also be completed and submitted.

Bids may be held by the Township of Harding for a period not to exceed sixty (60) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding the contract. Exception to this would be in accordance with N.J.S.A. 40A:11-24, which provides that "any bidders who consent thereto may, at the request of the contracting unit, have their bids held for consideration for such longer period as may be agreed."

The Township reserves the right to determine which contract will be awarded and the right to reject any or all bids and to waive any informality in any bid, all as permitted or required by law.

Bidders are required to comply with the requirements of N.J.S.A 10:5-31 et. seq and P.L. 1975, c.127 (NJAC 17:27-1 et. seq.) AFFIRMATIVE ACTION and with the REQUIREMENTS OF P.L. 2004 C.57, which requires a copy of the BUSINESS REGISTRATION CERTIFICATE issued by the New Jersey Treasury

Robert Falzarano
Township Administrator
Township of Harding

October 5, 2017

HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK

GENERAL REQUIREMENTS FOR SUBMITTING BIDS

1. All terms and conditions contained in the Notice to Bidders, published as required by law, are made a part of these specifications. A copy of said notice is included herein.
2. All bids must be made in the manner designated herein, must be enclosed in a sealed opaque envelope, bearing the name and address of the bidder, addressed to the Township Clerk of the Township of Harding, and plainly marked on the outside **Proposed Trail Project for the Municipal Campus and Bayne Park**.
3. All bids will be received and opened on **OCTOBER 25, 2017** at 2:00 PM, prevailing time, at the Municipal Building located at 21 Blue Mill Road, New Vernon, New Jersey 07976. Bids may be submitted by mail, but will be considered only if received by the Township Clerk on or before such date and time. Bids submitted by United State Postal Service should be addressed to Lorene K. Wright, Purchasing Agent, P.O. Box 666, New Vernon, NJ 07976.
4. Bids must be made on standard proposal forms provided by the Township in the manner designated therein, required by the specifications, and attached hereto.
5. Bids must be accompanied by a Statement of Ownership Certification Form, using the form attached hereto and made a part hereof. Pursuant to Chapter 33, Laws of 1977, if a bid is submitted by a firm, partnership or corporation, the names and addresses of all stock holders in the corporation or partners or owners in the partnership or firm submitting the bid, who own a ten percent or greater interest therein, must be set forth on the Statement of Ownership Certification.
6. Bids must be accompanied by a Non-Collusion Affidavit, using the form attached hereto and made a part hereof.
7. Bids must be accompanied by a Consent of Surety and a Bid Bond or Proposal Guarantee in the amount of ten percent (10%) of the total bid amount (including any alternates or options), and may be given be certified check, cashier's check, or bid bond. Said guarantee need not be more than \$20,000. Such Proposal Guarantee shall be payable to the Township of Harding, and shall guarantee that if the contract is awarded to the bidder, the bidder will enter into a contract, and furnish any performance bond or other security required by the specifications in accordance with the specifications.

8. 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, and PL 1977, c.33 and any amendments thereto.
9. Bidders are required to comply with NJ Business Registration Certificate Law, P.L. 2004,c. 57.
10. Bidders are required to comply with the Public Works Contractor Registration Act, P.L. 1999,c. 238. All named contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive. Any non-listed contractor must be registered with the Department of Labor prior to physically starting work.
11. Only manufactured and farm products of the United States, wherever available, shall be used, pursuant to N.J.S.A. 40A:11-18.
12. All deliveries shall be made at the time and at the place as specified hereinafter.
13. The Township reserves the right to consider bids for sixty (60) days after receipt. The contract shall be awarded to the lowest responsible bidder meeting all bid requirements. When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The resolution of award shall explain why the bidder selected is the most advantageous.
14. The Township reserves the right to reject any and all bids, if in the interest of the Township, it is deemed advisable to do so and to re-advertise under those circumstances recognized in the Local Public Contract Law, as amended. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contracts Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the owner finds that it had a prior negative experience with the bidder.
15. At the time of the opening of bids, each Bidder will be presumed to have inspected the same and to have read and to be thoroughly familiar with the specifications and contract documents, including all addenda. The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve that Bidder from his obligation in respect to his Bid.
16. The successful bidder is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, s.3) if the Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is the Contractor's responsibility to determine if filing is necessary. Additional info is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
17. Should the Township decide to award a Contract for the work, it is anticipated that a "Notice to Proceed" will be issued on or about (TO BE DETERMINED).

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

DEFINITION OF TERMS

Municipality/Township:	Township of Harding, Morris County, New Jersey
Governing Body:	Township Committee, Township of Harding Morris County, New Jersey
Owner:	Township of Harding, Morris County, New Jersey
Engineer:	Paul D. Fox, PE, CME Apgar Associates, Inc. 13 Demun Place, PO Box 310 Far Hills, New Jersey 07931
Contractor:	Party to whom the Contract is awarded acting directly or through authorized representatives or employees.
Plans & Specifications:	All engineering plans and specifications prepared by Apgar Associates, and as recited herein, shall govern in the execution of the work.
Owner's Attorney:	Mark Roselli, Esq. Roselli Griegel Lozier & Lazzaro, PC 1337 State Highway 33 Hamilton, NJ 08690

**HARDING TOWNSHIP CONTRACT FOR
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INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS

A copy of the Contract Documents will be supplied to prospective bidders upon payment of the amount that is specified in the advertisement, none of which is refundable, for each set, payable in cash or check.

The Municipality, pursuant to NJSA 40A:11-25 may require from any person proposing to bid hereon a statement showing his, her or its financial ability and experience in performing public work before furnishing such person with the Contract Documents therefore and, if not satisfied with the sufficiency of the statement, may refuse to furnish the Contract Documents to such person. Each bidder agrees to execute the Consent to Investigator's Form included in this bid package to allow the Municipality to verify all information supplied by the bidder.

2. PROPOSAL FORM

The proposal form is a complementary part of the Contract Documents and shall be used by the bidder in his, her or its submission. All blank spaces for unit prices, extended totals, summation, and lump sums must be completed in ink or typewriter. All erasures or other physical changes in the bid shall be signed or initialed by the bidder. Any omission in the Proposal shall be just cause for rejection.

3. SUBMISSION OF BID

Bidders must use the proposal forms provided and submit their bid with the attached Contract Documents. The Proposal shall be enclosed in a sealed opaque envelope and the outside of the envelope shall bear the name and address of the bidder as well as the designation of the project. Bids will be received by the Municipality at the time and place designated in the Notice to Bidders.

4. BID BOND

Accompanying each bid shall be a certified check, cashier's check or bid bond, in an amount not less than ten percent (10%) of the total bid amount (including any alternates or options) but not more than \$20,000.00. Such bid security shall be returned to all but the three lowest bidders within ten (10) working days after the date of bid opening and

the bid securities of the three lowest bidders will be returned within three (3) working days after the Contract has been executed. If no Contract has been executed within sixty (60) days after the date of the bid opening, the Municipality agrees to return the bid securities upon demand. No interest will be allowed upon any bid security. The form of bid security or bid bond, as the case may be, is included with this bid package.

5. CONSENT OF SURETY

In addition to the bid security, each bidder must file with his bid a letter from a surety company which states, in the event said bidder is awarded the Contract, that the surety company will furnish a performance bond and payment bond, each in the amount for one hundred percent (100%) of the amount of the Contract. The form of Consent of Surety is included with this bid package.

6. PERFORMANCE BOND

The successful bidder shall furnish and deliver to the Municipality, along with the executed Contract, a bond in the amount of 100 percent (100%) of the accepted bid as security for the faithful performance of the Contract, and guaranteeing 100 percent (100%) of the work performed. The performance bond must be executed by a responsible surety company acceptable to the Municipality and authorized to transact business in the State of New Jersey.

7. PAYMENT BOND

The Contractor or Contractors to whom the Contract is awarded shall also give a material and labor bond (hereinafter "Payment Bond") for 100 percent (100%) of the full amount of the Contract price in satisfactory legal form issued by a surety company or companies with a rating of "A" or better as determined by Best's Rating System authorized to do business by and operating in accordance with the laws of the State of New Jersey. The Payment Bond shall be approved by the said Municipality for the protection of all persons furnishing materials or labor for the construction of the Contract to the Contractor or any subcontractors. The Payment Bond shall be in the form required by Chapter 2A:44-143 to 147, NJSA and amendments thereto and supplements thereto. Said bond shall not be returned and canceled until all liability to any and all persons protected by the condition of said bond shall have been met by the Contractor or persons primarily liable for the payment thereof, or by the surety on said bond.

8. ERRORS IN BID

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In case there is an error in the summation of the extended totals, the extended totals shall govern and the computed summation by the Engineer shall be accepted as the amount bid. In the event there is a discrepancy between the item unit bid prices written in numbers and the item unit bid prices written in words, the item unit bid prices written in words shall govern.

9. ESTIMATED QUANTITIES

The quantities as listed in the proposal are approximate only, and are given as a basis for the comparison of bids. The Municipality reserves the right to increase or decrease any item to any amount. Any such change in quantity shall not be regarded as sufficient grounds to renegotiate the unit price bid for that item unless such item is considered a major item and is increased or reduced by more than twenty percent (20%).

10. CONDITION OF JOB SITE

Each bidder shall make a careful investigation of the job site and inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve the successful bidder of his obligation to perform the work as set forth in the Contract Documents. Bidders are hereby notified that it will be their responsibility to obtain information that they may require as to subsurface conditions and the location of underground utilities. Each bidder by submission of his bid represents that he has apprised himself of all conditions, and the kind, quality, and quantity of work to be performed.

11. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the Contract Documents will be made to any Bidder orally. Any and all revisions, interpretations or clarifications will be in the form of written Addenda to the Contract Documents which, if issued, will be provided to any person who has submitted a Bid or who has received a bid package in writing by certified mail, or by certified facsimile transmission or by a delivery service that provides certification of delivery to the sender. All Addenda so issued shall become part of the Contract Documents.

All questions shall be addressed to: Paul D. Fox, P.E., CME, Apgar Associates, Inc., 13 Demun Place, P.O. Box 310, Far Hills, NJ 07931 (Telephone: 908-234-0416; Fax: 908-234-1086). The deadline for questions shall be noon ten days before bids are due. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Each Bidder shall ascertain, prior to submitting its Bid that it has received all Addenda, if any, issued and shall acknowledge receipt of all such Addenda on the Acknowledgement of Receipt of Addenda Form provided by the Township or like form.

12. FAILURE TO ENTER INTO CONTRACT

Should the successful bidder fail to execute and deliver the Contract, Payment and Performance Bonds within ten (10) working days after the receipt of written notification by the Municipal Clerk that the Contract is ready for execution by the Contractor, the bidder shall forfeit to the Municipality as liquidated damages the security deposited with the submitted bid.

13. REJECTION OF BIDS

The Municipality reserves the right to reject any or all bids and to waive any informality if deemed in the best interests of the Municipality and its citizenry and to re-advertise under those circumstances recognized in the Local Public Contracts Law, as amended. The Municipality reserves the right to reject all non-conforming, non-responsive, unbalanced or conditional bids.

The Municipality reserves the right to reject the bid of any bidder if, in the Municipality's judgment, it would not be in the best interest of the Municipality and the citizens of the Municipality to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Municipality.

14. UTILITIES

Bidders are hereby notified that it will be the Contractor's responsibility to coordinate the work required of the various utility companies and to notify respective utility companies of any damages caused by the Contractor to their lines and see that the same will be repaired immediately at no cost to the Municipality.

15. WORK SCHEDULING

Prior to beginning of construction, on a date and time set by the Owner and notified to the successful bidder, but in any case within ten (10) days, Sundays and holidays excepted, after notification of the award of the Contract, the successful bidder shall deliver to the Owner and the Engineer (in addition to the other documents referred to in the Information for Bidders) a detailed Construction Schedule Bar Graph. The schedule is for the review of the Owner and the Engineer who may elect to comment upon the contents as it may suit their respective interests. The successful bidder shall also submit in writing, prior to beginning of construction, the methods of construction to be used in the performance of this project.

Neither the comments upon nor the acceptance of the Methods of Construction or the Construction Schedule Bar Graph by the Owner or Engineer shall relieve the Contractor of his responsibility for the means, methods, techniques, sequences and procedures of construction, or for the safety precautions and programs incident thereto; and neither the Owner nor the Engineer will be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

The Construction Schedule Bar Graph must be in accordance with the calendar days permitted for construction and must indicate appropriately the percentage of work scheduled for completion by any given day of the Schedule. The Contractor shall enter his actual progress on the Construction Schedule and shall deliver copies to the Owner and Engineer at least twice each month. If at any time, in the opinion of the Owner, progress is not being maintained as required by the Construction Schedule, amendments shall be made to the Schedule to regain the progress in the work required by the Contract Documents, without additional cost to the Owner. In this circumstance the Owner may require the Contractor to increase the number of shifts, overtime operations, and/or days

of work, and to submit for review any amendments to the Construction Schedule as the Owner deems necessary to demonstrate how the required rate of progress will be regained.

The amendments shall be subject to the review of the Owner, but action or inaction by the Owner shall not relieve the Contractor of any responsibility under the Contract.

16. THE BIDS

On a bid for any Contract, the Municipal Committee reserves the right to hold a hearing to determine who is the most qualified bidder based on experience, ability to perform the work, financial ability, and work previously performed by the bidder in the particular area for which he has bid. The Owner may, by resolution approved by a majority of the governing body and subject to the terms of the Local Public Contract Law, disqualify a bidder who would otherwise be determined to be the lowest responsible bidder, if the Owner finds that it has had a prior negative experience with the bidder. All bidders agree that the decision of the Municipality shall be final and may not be appealed unless such decision is made in bad faith, etc. The reason that this decision may not be appealed is for the necessity of the Contract to be awarded as expeditiously as possible because of the type of funding being given to this project and/or impending weather changes. When two or more bids are equal and are the lowest responsible bids, the Owner may award the Contract to the bidder whose bid, in the discretion of the Owner, is the most advantageous, price and other factors considered. The Resolution of Award shall explain why the bidder selected is the most advantageous.

17. WITHDRAWAL OF A PUBLIC BID

Permission for Bidder to withdraw a bid due to a mistake in certain circumstances: N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to Robert Falzarano, Township Clerk, Township of Harding, 21 Blue Mill Road, P.O. Box 666, New Vernon, NJ 07976, (Telephone: 973-267-8000; Fax: 973-267-6221). The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3. The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

18. NON-DISCRIMINATION & AFFIRMATIVE ACTION PROGRAM

The successful bidder shall comply with Exhibit B, Mandatory Equal Employment Opportunity Language, N.J.S.A. 10-5-31 et seq., N.J.A.C. 17:27 of the State of New Jersey Department of the Treasury Affirmative Action Office, Public Agency Regulations for Awarding Contracts pursuant to P.L.1975, C,127 (NJAC 17:27).

The successful bidder shall comply with all applicable requirements of the New Jersey Non-Discrimination in Employment Statutes, N.J.S.A. 10:2-1 through 10:2-4 and the Rules and Regulations adopted pursuant thereto effective October 5, 1966 and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-31, et seq., as well as all Federal Laws and Executive Orders prohibiting discrimination in the workplace.

Bidders are also required to comply with the requirements of P.L. 1975, Chapter 127. **NO FIRM MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF P.L. 1975, CHAPTER 127.** All bidders and all contractors who are negotiating for the Contract, as a precondition to entering into a valid and binding procurement or service contract with the Municipality are required to submit to the Municipality prior to or at the time the Contract is submitted for signing by the Municipality (in accordance with N.J.A.C. 17:27-4.3 promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

- a. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
- b. A certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
- c. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4; provided, however, that a Contractor shall not be eligible to submit an initial Employee Information Report unless the Contractor certifies and agrees as follows: "The Contractor, or subcontractor, where appropriate, certifies that he or she has never before applied for a certificate of employee information report in accordance with the rules promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and agrees to submit immediately to the Affirmative Action Office a copy of the initial employee information report." The Contractor shall also submit a letter stating the form was completed and appropriate copies sent to the Affirmative Action Office for processing on the Contractor's letterhead.

The successful bidder is required to submit one of the above within ten (10) days after receipt of Notice of Award and prior to Contract execution. No later than three (3) days after signing the Contract, the bidder or Contractor is required to submit to the Municipality compliance officer and the Affirmative Action Office an initial project manning table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

19. SAFETY AND HEALTH

The successful bidder shall comply with all Federal, State, County and local regulations, laws and statutes which apply to the work and to safety and health in particular. The successful bidder and/or subcontractors shall adhere to the Construction Safety Act, P.L. 1962, c.45 (N.J.S. 34:5-166 et seq.) as revised. The successful bidder shall be solely and completely responsible for conditions in or near its work area, including operational safety during performance of work. Neither the Municipality nor its consultants shall have any responsibility for the means, methods, sequences or techniques selected by the successful bidder to perform the work; for safety precautions and programs incident to the work; or for any failure to comply with laws, rules, regulations, ordinances, codes or orders applicable to the successful bidder furnishing and performing the work.

20. AMERICAN GOODS AND PRODUCTS

Only manufactured or farm products of the United States, wherever available, are to be used in the work in accordance with N.J.S.A. 40A:11-18 of the New Jersey Local Public Contracts Law.

21. PUBLIC INFORMATION

Any and all information submitted with or subsequent to the bids will be considered public information and as such may be open to full review and scrutiny by the general public. Submission of a bid will constitute a full waiver by bidder of any right to confidentiality with regard to information that is submitted with the bid or subsequently provided to the Municipality pursuant to the requirements of the Contract documents.

22. BENEFICIAL OWNERSHIP IN BIDDER

Pursuant to Chapter 33, PL 1977, all bidders shall set forth, utilizing the form included with this bid package, the names and addresses of all stockholders in the corporation, partners in a partnership or other persons in a business entity who has a ten percent (10%) or more interest or any individual who has a ten percent (10%) or more interest in the business entity which may bid on the aforesaid Contract.

23. PAYMENT OF WAGES

Bidders on the Contract will be required to pay the prevailing wage rates for the locality in which the project is to be performed. The prevailing wage rate shall be determined by the Secretary of Labor in accordance with the Davis/Bacon Act, as amended, or the New Jersey Prevailing Wage Law of 1963, Chapter 150 (NJSA 34:11-56.25 et. seq.), as amended, whichever rates are higher. The Contractor shall pay the minimum rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the minimum wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the minimum wage rate prescribed for that craft by the New Jersey Department of Labor, the higher rate shall be the rate paid. The state wage rates in

effect at the time of award are made a part of the Contract, pursuant to Chapter 150, Laws of 1983 (NJSA 34:11-56.25 et. seq.) and are included herein.

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 Municipality may terminate the Contractor's or subcontractor's right to proceed with the work, or such part of the work, as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Municipality for any excess costs occasioned thereby.

24. NON-COLLUSION AFFIDAVIT

Each bidder shall submit a fully executed Non-Collusion Affidavit with its bid utilizing the form included with this bid package.

25. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State and County Laws, Municipal Ordinances, and rules and regulations of all authorities having jurisdiction over this matter shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. P.L. 1999, c.440 is about to take effect and its provisions shall control to the extent of any inconsistency between that legislation and these specifications.

26. TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the Owner and to achieve substantial completion of the project within **forty-five (45)** consecutive calendar days, pursuant to Article 2.13 of the General Conditions of the Contract. The Bidder must also agree to pay as liquidated damages, the sum of Seven Hundred and Fifty (\$250.00) per day, for each consecutive calendar day thereafter as herein provided. **It is anticipated that the "Notice to Proceed" will be issued on or about November 20, 2017.**

27. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds, consents of surety or performance bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

28. CONTRACTOR'S EMPLOYEES

The Bidder will not be permitted to employ any laborer, worker or mechanic contrary to the rulings of the various authorities having jurisdiction. The Bidder shall not employ any employee of the Owner.

29. RIGHT TO TERMINATE CONTRACT

The Owner shall have the right to declare the contractor in default in any of the following eventualities:

1. The contractor becomes insolvent;
2. The contractor makes an assignment for the benefit of creditors, pursuant to the Statutes of the State of New Jersey or any other state;
3. A voluntary or involuntary petition in bankruptcy is filed by or against the contractor;
4. The contractor fails to commence work when notified to do so by the Owner;
5. The contractor shall abandon the work;
6. The contractor shall, without just cause, reduce his working force to a number which, if maintained, would be insufficient in the opinion of the Owner, to complete the work in accordance with the progress schedule and shall fail or refuse to sufficiently increase such working force when ordered to do so by the Owner;
7. The contractor shall not sublet, assign, transfer, convey or otherwise dispose of his contract other than as herein specified;
8. A receiver or receivers are appointed to take charge of the contractor's property or affairs;
9. The Owner shall be of the opinion that the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance and completion of the work;
10. The Owner shall be of the opinion that the contractor is or has been willfully or in bad faith violating any of the provisions of the Contract.
11. The Owner shall be of the opinion that the contractor is not or has not been executing the contract in good faith and in accordance with its terms;
12. The Owner shall be of the opinion that the work cannot be completed within the time herein specified or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Owner's opinion, attributable to conditions within the contractor's control; and
13. The work is not completed within the time herein provided therefore or within the time to which the contractor may be entitled to have such completion extended.

Before the owner shall exercise its right to declare the contractor in default, the contractor shall be given an opportunity to be heard on two (2) days' notice. The right to declare the contractor in default for any of the grounds specified or referred to herein shall be exercised by sending the contractor a notice, signed by the Owner, setting forth the ground or grounds upon which such default is declared. Upon receipt of such notice, the contractor shall immediately discontinue all further operations under this contract. The Owner, after declaring the contractor in default, may then have the work completed by

such means and in such manner by contract or without public letting, or otherwise, as the Owner may deem advisable. After such completion, the Owner shall certify the expense incurred in such completion, which shall include the cost of reletting as well as the total amount of liquidated damages (at the rate provided for herein) from the date when the work should have been completed by the contractor in accordance with the terms hereof to the date of actual completion of the work. Such certification shall be binding and conclusive upon the contractor as to the amount thereof. The expense of such completion, as so certified by the Owner, shall be charged against and deducted from such moneys as would have been payable to the contractor if he had completed the work; and the balance of such moneys if any, subject to other provisions of this contract, shall be paid to the contractor without interest after such completion.

Should the expense of such completion, so certified by the Owner, exceed the total sum which would have been payable under this contract if the same had been completed by the contractor, any such excess shall be paid by the contractor to the Owner upon demand.

30. STANDARDS AND SUBSTITUTIONS

The name and make of any article, device, material, form of construction, or equipment, etc., named in these Specifications, whether or not the words, "or equal", are used, shall be known as "standard". All proposals shall be based on the standard quality specified. Where two or more standards are named together, bidders may bid on any standard named, regardless of the order in which they are named. It is the intention of the Specifications to permit the Contractor to base his bid on an "equal". If he chooses to base his bid on a "so called equal" he does so at his own risk. In order to obtain approval to use this "equal", the following steps must be taken:

1. The complete specification and description of the proposed equal bid shall be furnished to the Owner for approval, prior to the award of Contract.
2. In all cases concerning the equality of any substitution, the decision of the Owner shall be final. If the Contractor does not seek approval as described above, one of the standards named shall be used.

31. CONSIDERATION OF PROPOSALS

Competency and responsibility of bidders, their facilities, and experience in similar work will be considered in making the awards as well as costs. Bids from parties not regularly and practically engaged in the scope and class of work bid upon, may be rejected at the discretion of the Owner. Each bidder shall submit with the proposal a list of other Owners for which he has completed similar projects. No bid will be accepted from, or a Contract awarded to, any party, nor will any surety or bonding corporation be accepted as surety, who, or which, is in default upon any Contract or obligation to the State or to this or any other municipality. Failure of any bidder to have completed a previous contract will be evidence of irresponsibility. Failure of a bonding corporation to have completed or paid for completion of a previous contract, where a Contractor has failed to complete, will be evidence of a default. Two proposals from a firm, or a corporation under a different name, will not be considered. Reasonable grounds for supposing that any bidder

is interested in more than one proposal for this work will be the cause of the rejection of all proposals in which he has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is collusion among the bidders, and all participants in such collusion will receive no further recognition for this work.

32. EXTENSION OF TIME

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

33. EXTENSION OF TIME NOT A WAIVER

Any extension of time beyond the date fixed for completion or the doing and acceptance of any part of the work called for by the Contract shall not be deemed a waiver by the Owner of its right to annul or terminate the Contract for abandonment or delay in the manner provided for by the terms of the Contract, nor relieve the Contractor from full responsibility.

34. INDEMNIFICATION

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

35. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS, N.J.S.A. 52:32-44, P.L. 2004, c.57

In accordance with the New Jersey Business Registration Certificate Law P.L. 2004, c. 57, effective September 1, 2004, all business organizations that do business with the Township are required to be registered with the State. All contractors shall provide the Township with a copy of the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. The failure to do so may be a basis to reject the bid.

New Jersey Business Registration Requirements

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor. Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used. For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency. A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (C.52:32-44 et al.) Or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Obtaining a New Jersey Business Registration Certificate

Businesses must complete Form NJ-REG and submit it to the Division of Revenue. Businesses may:

- 1) Register online at www.nj.gov/treasury/revenue/taxreg.htm. Click the “online” link and then select “Register for Tax and Employer Purposes”.
- 2) Download the paper form and instructions at www.nj.gov/treasury/revenue/revprnt.htm .
- 3) Call the Division at 609-292-1730 to have the form mailed to you.
- 4) Write the Division at: Client Registration Bureau, PO Box 252, Trenton, NJ 08646-0252.

36. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Under the Public Works Contractor Registration Act (P.L. 1999, c. 238), no contractor or subcontractor will be permitted to bid on or engage in any contract for public work over \$14,187 (public work defines in section 2 of P.L. 1963, c.150 (C.34:11-56.26)), unless that contractor or subcontractor is registered with the New Jersey Department of Labor. All bidders must include a copy of their Certificate of Registration with the New Jersey Department of Labor with the bid or must provide proof that they have submitted a registration application to the Department (copy of application and proof of payment of fee). Failure to provide either a certificate or proof of submission of an application to the Department may be grounds for rejection of the bid. A copy of the registration can be obtained through the State’s web page at: www.state.nj.us/labor/lse/forms/lse-2.pdf. Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit
Division of Wage and Hour Compliance
New Jersey Department of Labor
PO Box 389
Trenton, New Jersey 08625- 0389

Telephone: 609-292-9464
Fax: 609-633-8591
E-mail:contreg@dol.state.nj.us
www.nj.gov/labor/lssc/lspubcon.html

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information. Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK
SPECIAL CONDITIONS OF THE CONTRACT**

1.01 SCOPE OF WORK. The work to be performed under this contract includes the construction of a new trail, associated soil erosion and sediment control measures, and related work. A representative of the Engineer shall inspect all work on a full time basis. A representative of the Engineer will collect quantity tickets at the time of delivery of the specific load only. No tickets will be accepted for any quantities of materials at any other time. Quantity tickets will serve as the basis of payment for the volume or weight items.

1.02 TECHNICAL SPECIFICATIONS. The New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction dated 2007 shall apply to the various items of work, which constitute the construction contemplated under this Contract except as supplemented and/or amended by the Special Provisions and or the Supplementary Technical Specifications. In cases of conflict between the Standard Specifications and the Special Provisions or the Supplementary Technical Specifications, the provisions of the Special Provisions or the Supplementary Technical Specifications, as the case may be, shall apply. In cases of conflict between the Special Provisions and the Supplementary Technical Specifications, the provisions of the Special Provisions shall apply. It is provided that whenever anything is, or is to be, done if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

Within the Standard and/or Supplemental Technical Specification of this Contract the following definitions shall apply:

1. Standard Specifications shall mean the New Jersey Department of Transportation, "Standard Specifications for Road and Bridge Construction", dated 2007. Within the referred to portions of the Standard Specifications wherein the following terms are used, they shall mean respectively:

State, Department, Commissioner, Owner:	Township of Harding
Engineer:	Paul D. Fox, PE, CME Apgar Associates, Inc. 13 Demun Place, PO Box 310. Far Hills, New Jersey 07931
Inspector:	Representative of the Owner or the Engineer
Laboratory:	Laboratory designated by the Owner or the Engineer

Supplementary Specifications: Supplemental Technical Specifications, if any, to the Standard Specifications and Supplemental Technical Specifications for items not included in the Standard Specifications

2. Applicable Safety Code: Shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction and Demolition", and "Building Code", whichever is the more stringent for the applicable requirement.
3. Local Regulatory Agency(ies): Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise, the Contractor shall be responsible to determine same in the local area of the Contract.
4. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of the Contract.
5. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be considered included in the cost of other items or work.

The following sections, with exception noted, of the Standard Specifications are deleted and replaced with the requirements of the Contracting agency contained herein.

- Section 101 - General Information
- Section 102 - Bidding Requirements and Conditions
- Section 103 - Award and Execution of Contract
- Section 104 - Scope of Work
- Section 105 - Control of Work
- Section 106 - Control of Material
- Section 107 - Legal Relations
- Section 108 - Prosecution and Progress
- Section 109 - Measurement and Payment
 - Subsection 109.03
 - Subsection 109.04
 - Subsection 109.06
 - Subsection 109.07
 - Subsection 109.08
 - Subsection 109.09
 - Subsection 109.11

1.03 PLANS ACCOMPANYING SPECIFICATIONS. The plans that accompany these specifications for this project consists of 3 sheets prepared by Apgar Associates, Inc. entitled, "Proposed Trail Project for the Municipal Campus and Bayne Park, Township of Harding, Morris County, New Jersey," last revised June 26, 2017.

1.04 WORKING HOURS. Normal working hours shall be between the hours of 8:00 am and 5:00 pm Monday through Friday. Upon written authorization from the Engineer, the Contractor may be permitted to perform turf restoration and final clean up on Saturday, between the hours of 8:00 am and 4:00 pm.

1.05 ELECTRICAL POWER.

- a. The cost of electrical current used for the construction of the Contract, including that current furnished for the Contractor's field office and testing equipment, shall be borne by the Contractor up to and including the date of the final payment.
- b. The Contractor shall furnish and install and remove, after inspection and acceptance of work, all necessary facilities to provide himself with temporary power during the course of his construction and testing operations. The Contractor shall pay all costs and charges in connection with the furnishing of the temporary power for the purposes of testing and various items of equipment if required for the equipment furnished.

1.06 WATER SUPPLY. The Contractor shall provide, at his own expense, such quantities of clean water as may be required for any and all purposes under the Contract. The Contractor shall take particular care to furnish his employees with pure and wholesome drinking water. All sources of water supply to be used by the Contractor in connection with the work shall be subject to the approval of the Engineer. The Contractor shall contact the Engineer five (5) days before beginning work so that examination of said supplies can be made.

1.07 SANITARY ARRANGEMENTS. Approved sanitary conveniences for the use of laborers and others employed on the work, properly secluded from public observations, shall be constructed and maintained by the Contractor, in such manner and at points as shall be approved or directed and their use shall be strictly enforced. The collections in the same shall be disinfected and removed by the Contractor. **In order to avoid the tracking of construction materials onto the floors of the Municipal Building, the contractor's personnel shall not use the bathroom facilities in the Municipal Building.**

**HARDING TOWNSHIP CONTRACT FOR THE
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

GENERAL CONDITIONS OF THE CONTRACT

INDEX FOR GENERAL CONDITIONS OF THE CONTRACT

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- 2.40 Disputes

2. GENERAL CONDITIONS OF THE CONTRACT

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

Contract Documents - consist of the Notice to Bidders, Information to Bidders, Special Conditions, General Conditions, Supplementary Specifications, Proposal, Contract, Plans Accompanying the Specifications, Addenda or other information mailed or otherwise transmitted to prospective bidders prior to the receipt of bids, if any, Change Orders, Field Orders and Supplementary Agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of the Contract.

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

Drawings - shall mean all sketches, blueprints, plans, reproductions of drawings pertaining to the construction of the structures and appurtenances.

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

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

Final Acceptance – The written acceptance by the Municipality for all the Work, including the exceptional items described under the definition for substantial completion.

Municipality - shall mean the Township of Harding.

Notice To Proceed - shall mean the written notice to the Contractor from the Engineer to begin Work.

Special Provisions - shall mean the amendments and supplements to the Standard Specifications contained herein.

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

Standard Specifications - shall mean the U.S. Customary English Standard Specifications for Road and Bridge Construction of the New Jersey Department of Transportation, as indicated in the Supplementary Specifications and as amended herein.

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

Substantial Completion - shall mean the point at which the performance of all work on the project has been completed except landscaping items (including the planting of trees, shrubs, vines, ground covers and seeding), final cleanup, and repair of unacceptable Work. Substantial completion shall not have been achieved unless the Engineer determines, in his sole discretion, that the Project is safe and convenient for use by the public and that failure to complete the work and repairs excepted above does not result in the deterioration of other completed work.

Supplementary Specifications - shall mean the amendments and supplements to the Standard Specifications contained herein.

Surety - shall mean the corporate body which is bound with and for the Contractor and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the work for which he has Contracted.

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

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

Note: When a term used in the Contract Documents is not specifically defined in this section the definition listed in the Standard Specifications shall be used. In the event a conflict between the definitions of terms exists between the Contract Documents and the Standard Specifications, the Contract Documents shall govern.

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

2.03 ORDER OF COMPLETION. The Contractor shall submit a schedule, which will show the order in which the proposed work will be performed and the dates when each part will be started and completed. The order of work shall be continuous and subject to the approval of the Engineer. The schedule shall be submitted in accordance with the requirements detailed in the Information for Bidders. The contractor is advised that cold weather limitations will apply and that work shall not be scheduled until such time as weather conditions will permit continuous construction.

2.04 OWNERSHIP OF DRAWINGS. All furnished Drawings, with the exception of the Contract set, are the property of the Engineer, and shall be returned to him at the completion of the work. Three (3) sets of prints of the Contract Drawings and three (3) sets of specifications will be furnished to the Contractor, upon request, without cost. Additional sets requested by the Contractor will be furnished at the cost of production.

2.05 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has satisfied himself as to the nature and location of the work; the character, quality and quantity of the necessary material; the character of equipment and facilities needed to perform the work; the general and local surface and subsurface conditions; all federal, state, county and municipal ordinances which may affect the work to be performed under this Contract.

2.06 CONTRACTOR'S RESPONSIBILITY. The Contractor shall be responsible for all parts of the work, temporary and permanent, until the Municipality accepts the project. The Contractor shall also bear all losses resulting from any unforeseen difficulties which may be encountered; or delays of work resulting from the breaking, leaking or relocation of any underground utilities; or from delays required for any related or adjoining Contract and shall save the Municipality harmless from all claims of any kind arising from the performance of the Contract. The Contractor shall be responsible for any and all damage caused by or due to flooding during construction, which damages either personal and/or real property, and it will be his responsibility to take adequate steps during the course of construction to prevent such damage.

The Contractor is solely responsible for compliance with all applicable safety regulations including, but not limited to, those of the Occupational Safety and Health Administration (OSHA), State of New Jersey, Department of Labor and Industry, etc. The contractor is solely responsible for compliance with the High-Voltage Proximity Act, P.L. 1948, c.249, as amended.

The Contractor shall comply with any and all "Buy American" requirements of Federal and State law, including NJSA 40A:11-18 which provides that only manufactured products of the United States, wherever available, be used.

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

2.08 SUBCONTRACTORS. The Contractor, prior to engaging any subcontractor, shall furnish the Engineer, in writing, with the name and address of the subcontractor; and the nature and extent of the work to be performed. A list of five completed similar projects by the subcontractor and the name, address and phone number of the Engineer in-charge shall also be furnished. The Contractor shall not award any subcontract until the Engineer has approved the proposed subcontractor and evidence has been presented to the Municipality that the employees of the subcontractor are protected by compensation insurance. The Contractor agrees that he is fully responsible to the Municipality for acts

or omissions of his subcontractor and of persons either directly or indirectly employed by them. The Municipality reserves the right to require the Contractor to construct, with his own employees, not less than forty percent (40%) of the total value of the Contract, such percentage to be calculated on the basis of the original bid proposal. Nothing contained in the Contract Documents, shall create any contractual relation between any subcontractor and the Municipality.

2.09 SUPERINTENDENCE. The Contractor shall keep on the work site at all times during its progress, a competent superintendent who shall be satisfactory to the Engineer. The superintendent shall not be changed except with the written consent of the Engineer, unless the superintendent ceases to be in the Contractor's employ. The superintendent shall represent and have full authority to act for the Contractor. Any directions so given shall be confirmed in writing by the Engineer upon written request of the Contractor. The Contractor shall also furnish to the Municipality the telephone numbers of his superintendent and assistants for any emergency arising outside the normal workday schedule as a result of the Contract. If such an emergency does arise, and the Municipality cannot contact the Contractor or his agents, or the Contractor or his agent does not arrive on the job site within two (2) hours of such notification, the Municipality reserves the right to correct the situation. Any costs incurred by the Municipality shall be reported, in writing, to the Contractor for immediate payment. No additional estimates for work under this Contract shall be paid to the Contractor until the Municipality is in receipt of payment for such emergency work.

2.10 PROTECTION OF WORK AND PROPERTY. The Contractor shall continuously maintain adequate protection of all his work, the Municipality's property, existing utility facilities and adjacent property from injury or loss arising in connection with this Contract. He shall be responsible for such damage, loss or injury except if caused by agents or employees of the Municipality. In the event of emergency affecting the safety of life or of the work or of adjoining property, the Contractor shall act to prevent such threatened loss of property without authorization by the Municipality, and he shall act, without appeal, if instructed by the Municipality. Any compensation due to the Contractor by reason of such action shall be determined by agreement prior to the submittal of the next monthly estimate.

2.11 INSPECTION OF WORK. The Municipality shall have the right to inspect all materials and work performed during any phase of construction and the Contractor shall provide all reasonable facilities for the safe and convenient means of such inspection. The Contractor shall notify the Engineer of any work requiring inspection seventy-two (72) hours prior to commencing work. Unless otherwise authorized, work shall be done only in the presence of the Engineer or an authorized representative. Any work done without proper inspection will be subject to rejection and not approved for payment. Inspection of the work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract. No work shall be closed or covered until it has been duly inspected and approved. Should unapproved work be covered, the Contractor shall, if requested by the Engineer, uncover all work for inspection. The cost of uncovering the work and replacement shall be borne by the Contractor. The cost of inspection shall be borne by the Municipality during the normal workweek. The wages and overhead for inspection services on Saturdays, Sundays, legal holidays, or on week days outside the hours of 8:00 am to 5:00 pm, inclusive, shall be borne by the Contractor.

2.12 CHANGES IN THE WORK. The Municipality may order extra work or make changes by altering, adding or deducting from the work without invalidating the Contract. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, no extra work or change shall be made unless said order is written, except in an emergency endangering life and property. (See 2.10, Protection of Work and Property.) Prior to the execution of any written change order the value of such extra work shall be determined in writing in one of the following ways:

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

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

2.13 CONTRACT TIME. Substantial Completion of the Work contemplated under this Contract shall be accomplished within **forty-five (45) consecutive calendar days** from the commencement of the work, plus any authorized extensions of time as approved by written agreement. The Contractor shall commence work, and the Contract Time shall start, not later than ten (10) calendar days from the Notice to Proceed. The Notice to Proceed will be given by the Engineer following the pre-construction meeting, which will be scheduled to occur within ten (10) calendar days after the notice of award has been given to the Contractor. **It is anticipated that the “Notice to Proceed” will be issued on or about November 20, 2017.** The Substantial Completion time of **forty-five (45) consecutive calendar days** shall include, but not be limited to, the time necessary to prepare shop drawings, to order, process and deliver all equipment and materials, to obtain necessary permits and approvals, to perform the proper installation contemplated under this Contract and all else necessary and incidental in connection with the performance of the Contract. Final Completion of the Work shall be no later than ten (10) consecutive calendar days from the date of Substantial Completion.

If the Contractor fails to complete the work within the specified time plus extensions, the Contractor shall be responsible to the Municipality as liquidated damages for the sum of seven hundred and fifty (\$250) dollars per day, Saturdays, Sundays, and legal holidays excluded, for every day thereafter until the completion and acceptance of the work. Such liquidated damages shall not be considered as a penalty. The Municipality shall deduct and retain out of any money due or to become due hereunder the amount of the liquidated damages.

2.14 MEASUREMENT AND PAYMENT. The Engineer will use the United States customary units to measure work completed under the contract. The Engineer will determine quantities of Work performed under the Contract using measurement methods and computations conforming to good engineering practice. For measured quantities, the Engineer will measure to the significant figure as follows:

<u>Item Unit Price</u>	<u>Significant Figure</u>
< \$50.00	1
\$50.00 to \$500.00	0.1
> \$500.00	0.01

For measured quantities that are measured by area, and where areas contain fixtures that are not part of the Item, the Engineer will only deduct the areas of individual fixtures having an area of greater than nine square feet. For measured quantities that are measured by volume, the Engineer will calculate volumes using the end area method. For measured quantities that are measured by weight, the Engineer will calculate weight using the net certified weight tickets corrected for any loss or waste. There shall be no additional or separate payment for any work, or portion of work, unless specifically provided for in the "Measurement and Payment" subsections of the various items. Any work or portion of work indicated or required to be done in accordance with the plans for which there is not a specific pay item shall be considered included in the unit prices bid for the various items in the proposal, unless provided for by change order.

The Contractor agrees to accept the payment provided for in the Contract as full payment for furnishing labor, materials, tools, equipment, and other resources necessary to complete the Work, and for performing the Work contemplated and embraced under the Contract in a complete and acceptable manner. Except where specified elsewhere in the Contract, payment will include full compensation for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, or for the action of the elements that the Contractor may encounter during the prosecution of the Work.

2.15 MONTHLY ESTIMATES. The monthly payment period shall be considered the sixteenth day of the month to the fifteenth day of the following month.

The Contractor shall submit monthly payment requests, based on field measurements performed by the Contractor, in the presence of the Engineer. The Contractor's monthly payment request shall be submitted no later than the last day of each month. The Engineer shall prepare a monthly estimate for partial payment to the Contractor, which shall be submitted to the Municipality within five (5) days of receipt of the payment request. No later than the last day of the following month, the Municipality will attempt to make partial payment to the Contractor on the basis of the Engineer's estimate utilizing the Municipality's existing voucher procedures. All such payments shall be considered tentative only, subject to correction in any subsequent estimate, and need not be based on accurate measurement. These payments are to be made purely to allow the Contractor to meet his current bills and for no other purpose.

The Municipality will retain ten percent (10%) of the amount of each partial payment for Contracts up to \$100,000.00 and two percent (2%) for Contracts in excess of \$100,000.00, until the final payment. In the preparation of the monthly estimates, no allowance will be made for materials until said materials have been incorporated in the work.

2.16 WITHHOLDING OF PAYMENT. The Municipality shall have the right to withhold payment for the following:

- a. Defective work not corrected
- b. Claims filed or responsible evidence indicating probability of filing claims.
- c. Failure of the Contractor to make proper payments to subcontractor or for material or labor.
- d. Unpaid damages by the Contractor to subcontractors, the Municipality or any other agency or person.

2.17 FINAL ESTIMATE AND FINAL PAYMENT. Upon completion of all work, except maintenance, the Engineer shall file with the Municipality a final estimate stating, from actual measurements or observation, the entire amount of work performed and compensation earned by the Contractor. Final payment will not be released until the maintenance bond is submitted and approved by the Municipality and the Contractor agrees to the final estimate and affixes his signature thereto. The Municipality reserves the right to disregard claims for compensation submitted by the Contractor after the date of the final estimate. The date of final acceptance of the work shall be the date when the final payment is ordered paid by the Municipality. The acceptance of the final payment by the Contractor shall be and operate as a release for all things done or furnished in connection with this work and for every act of the Municipality. This payment shall not operate to release the Contractor or his Sureties from any obligation under this Contract.

2.18 MAINTENANCE. Before final payment is made, the Contractor shall furnish a Surety Corporation Bond to the Municipality in a sum equal to ten percent (10%) of the final estimate and such Bond shall remain in full force and effect for a period of two years from the date of acceptance of the work. The Bond shall provide that the Contractor guarantees to replace, during the two-year period, any defective material or damage of the work to the satisfaction of the Engineer without cost to the Municipality. The Municipality reserves the right to withhold five percent (5%) of the final estimate in lieu of the Maintenance Bond. If during the two-year period, any work shall be found to be defective, the Municipality shall order, in writing, the repair of such work. The repairs shall be undertaken within twenty-four hours of the written notice and work shall be continuous, during regular working hours, until the replacement or repair is completed. If the Contractor fails to perform or fails to continue to perform the necessary repairs, the Municipality may cause such work to be corrected. The Contractor or his Surety shall bear and pay for the cost of such repairs before the Bond will be released. The Contractor is not obligated to repair any work that he may prove, to the satisfaction of the Engineer, has resulted from abuse of the work by parties other than the Contractor. If the Municipality puts to use any portion of the work prior to the final payment, the maintenance period for such portion of the work shall still be considered from the date of acceptance.

2.19 DEFECTIVE WORK. The Contractor without compensation shall promptly remove from the site all materials condemned by the Engineer, and shall promptly replace and re execute any work found to be defective by the Engineer prior to the final payment. The Contractor shall not be relieved of his obligation to remove unsuitable materials or correct defective work even though such work and materials may have been previously inspected or estimated for monthly payment. If the Contractor shall fail or neglect to replace any defective work or to discard condemned materials within ten (10) working days after written notice, the Municipality may cause such defective work to be replaced or the condemned materials to be discarded, and acceptable materials provided, and the expense thereof shall be deducted from the amount to be paid to the Contractor. An itemized list of expenses incurred by the Municipality shall be submitted to the Contractor with the next monthly payment. The Contractor is responsible to correct all defective work regardless of whether payment has been made and/or accepted by the Engineer.

2.20 CLAIMS FOR EXTRA COST. If the Contractor claims that any instructions, be they drawings or otherwise, involve extra cost under this Contract, he shall give written notification to the Engineer within forty-eight (48) hours after the receipt of such instructions with copies sent to the Municipality. In any event, before proceeding to execute the work, the Contractor shall meet with the Engineer to afford the opportunity to modify the design or construction procedure, to establish the validity and the value of the claim as provided in Section 2.12, Changes in the Work. If the Contractor claims compensation for any alleged damages sustained by reason of acts of the Municipality, or its agents, the Contractor shall immediately notify the Engineer so that a proper appraisal can be made. Within five (5) days thereafter, the Contractor shall submit to the Engineer a written statement as to the nature of the damage and an itemized statement of the amount claimed for such damage. No such claims shall be valid or entitled to payment unless as herein before specified. Work under the Contract shall not be terminated or delayed during any discussions or negotiations related to claims for extra cost.

2.21 LINE AND GRADE. Unless otherwise stated in the specifications, the Engineer shall stake out such lines and grades as he may deem necessary in order that the Contractor can transfer them accurately to do the work. The Contractor shall transfer the line and grade far enough in advance of the immediate work area to detect any errors or omissions that may exist. It shall remain the Contractor's responsibility to detect and report such errors or omissions to the Engineer immediately. Work in any area where an error may be present shall cease until the Engineer shall check the alleged error and correct the line or grade. Any delay to the work caused by such procedure shall not be cause for claims for extra cost by the Contractor. The Contractor shall furnish written notification to the Engineer not less than ten (10) days in advance when stakes are required. The Contractor shall make no claims for any delays resulting from improper notice. If the Contractor damages any stakes, the cost of resetting the stakes shall be borne by the Contractor and said costs shall be deducted from any money due or to become due. Any delay to the work caused by the resetting of such stakes, shall be borne by the Contractor.

2.22 PUBLIC UTILITIES. The Contractor shall notify major utilities for markout by calling Garden State Underground Location Service at 1-800-272-1000. The Contractor shall contact in writing, all agencies which may have utilities located in the area of work prior to commencement of construction and a copy of such notification shall be forwarded to the Engineer. A meeting of all utility company officials with the Contractor and Engineer shall be arranged by the Engineer to eliminate any possible misunderstanding or confusion during construction. Upon completion of the work, the Contractor shall obtain a written statement from the various utility companies stating that all manholes or valve boxes within any paved or easement area under this Contract are free of any foreign matter and can be readily opened.

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

2.24 INSURANCES. Contractor shall procure and maintain at Contractor's expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey which will protect him from claims for damages which may arise from operations under this Contract whether such operations are by him or by any subcontractor or anyone directly or indirectly employed by either of them:

1. Workers Compensation -- statutory limit; an Employer's Liability Insurance limit of not less than \$100,000. The policy to include a provision that the insurer agrees to waive all rights of subrogation against Harding Township, its employees or agents;
2. Comprehensive Automobile Liability Coverage for protection against all claims for injury to any and all persons and damage to property of others arising from the use of each automobile, truck, vehicle, or other equipment used in the performance of the within Contract. The liability limits shall not be less than the following:
 - a. Bodily Injury - \$1,000,000 Per Person; \$3,000,000 aggregate
 - b. Property Damage -- \$500,000 Each Occurrence; **or**
 - c. A Combined Single Limit of \$3,000,000.00.
3. Comprehensive General Liability (Occurrence Form) Coverage for protection against all claims arising from injuries to any or all persons (including death resulting therefrom) and damage to property (including loss of use thereof) arising out of any act or omission of the Contractor, his agents and employees. The following coverages are to be included:
 - Products/Completed Operation
 - Contractual Liability for obligations of this Contract
 - Personal Injury Liability
4. The limits of liability shall not be less than \$1,000,000 each occurrence and \$3,000,000.00 aggregate where applicable.

General Liability and Automobile Liability Insurances shall name the Township of Harding, (its commissions, boards, authorities) and Engineer as Additional Insureds. All coverages shall be in a form and with insurers acceptable to Township Attorney.

Contractor shall ensure that insurance policies are endorsed to provide at least thirty (30) days written notice to the Harding Township Administrator prior to any material change or cancellation of coverage.

Contractor, prior to commencing any work, shall submit Certificate of Insurance to Harding Township Administrator evidencing compliance with the above requirements.

5. All-Risk Builders Risk Insurance: The All-Risk shall be in an amount at least equal to the bid. All Risk shall include fire, extended coverage & vandalism & malicious mischief. Deductibles shall not exceed \$1,000.00

The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon Contractor as a result of this Contract and/or as a limitation on the extent of Contractor's responsibility for payment of damages resulting from his Work under this Contract.

2.25 WORK BY OTHERS. The Municipality reserves the right to do any work which may connect with, become part of or be adjacent to the work embraced in this Contract, at any time, by Contract or otherwise. The Contractor shall not interfere in any way with such other Contractor or person or persons that the Municipality may employ and shall suspend such part, or all of his work, or shall prosecute the same in a manner, as may be ordered, to afford all reasonable facilities for doing such other work. Where the Contractor cannot agree as to who has precedence in any location, the decision shall rest with the Engineer, whose determination shall be final and conclusive. Any time lost, due to the work by others, shall not be just cause for additional compensation by the Contractor. In the event any damage or claims of damage arise due to the work by additional Contractors, the Contractor shall indemnify and hold the Municipality harmless from all such claims.

2.26 RIGHT OF MUNICIPALITY TO DECLARE CONTRACTOR IN DEFAULT.

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

- a. If the Contractor fails to begin the work within the required time.
- b. If the work to be done under this Contract is abandoned.
- c. If the Contractor is adjudged bankrupt or takes an assignment for the benefit of creditors.
- d. If the Contractor fails to or refuses to regard laws, ordinances, regulations, and such orders as given by the Municipality or Engineer with respect to the work.
- e. If the Contractor, after notice from the Engineer, refuses or fails to supply enough properly skilled workmen or proper materials or equipment.

- f. If the Contractor violates any of the provisions of this Contract or shall not perform the same in good faith.
- g. If the Contractor refuses or fails to prosecute the work or any part thereof with such diligence as will insure the work's completion within the specified period (or any duly authorized extension) or fails to complete the work within the prescribed period.
- h. If the Contractor fails to make prompt payment to persons supplying labor or materials for the work.
- i. If the Contractor assigns or sublets the work otherwise than as specified.
- j. If the Engineer is of the opinion, and certifies in writing, that the work or any part thereof is unnecessarily or unreasonable delayed, or that the Contractor is not complying with the orders of the Engineer, or that sufficient workmen, materials, plant, tools, supplies, safety standards, or other means of carrying on the work are not provided to carry out all the requirements of the Contract.

The Municipality shall serve written notice to the Contractor ordering the Contractor not to begin, or not to resume, or to discontinue all work under this Contract for any of the above stated reasons. The Municipality may then enter upon and take possession of the work, or any part thereof, and by purchase of necessary materials and equipment, by and/or direct employment of labor complete the work; or the Municipality may cause the work to be completed by other persons by Contract without advertising; or the Municipality may re-advertise and relet the uncompleted portions of the work and all expenses or financial loss to the Municipality by reason of any of the above methods for completing the unfinished work shall be deducted out of monies then due, or to become due the Contractor under this Contract. In case such expense shall exceed the amount that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor or his sureties shall pay the amount of such excess to the Municipality. Should such expense be less than the amount payable under the Contract had the Contractor completed the same, he shall receive the difference after deducting the amount retained as herein before or hereinafter specified.

All the work undertaken by the Municipality, by Contract or otherwise shall be certified by the Engineer as to the amount of work done, the cost and amount of excess cost, if any. Such certification shall be binding and conclusive upon the Contractor, his sureties, successors, assigns or lienors. In case this Contract, or any alterations or modifications thereof be thus terminated, the decision of the Municipality shall be conclusive, and said Contractor shall not be allowed to claim or receive any compensation or damages for not being allowed to proceed with the work.

2.27 REMOVAL OF EQUIPMENT. In case of termination of work, for any cause whatever, prior to completion, the Contractor shall promptly remove any part or all of his equipment and supplies from the work. If the Contractor fails to complete such removal within five (5) working days after written notification by the Municipality, the Municipality shall have the right to remove such equipment and supplies at the expense of the Contractor.

2.28 CONTRACTOR'S RIGHT TO TERMINATE WORK. If the work shall be stopped by order of the court or any other public authority for a period of three (3) months without act or fault of the Contractor or of any of his agents, servants, employees, or subcontractors, the Contractor may, upon ten (10) days notice to the Municipality, discontinue performance of the work and/or terminate the Contract, in which event the liability of the Municipality to the Contractor shall be determined as provided herein before except that the Contractor shall not be obliged to pay to the Municipality an excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor.

2.29 SUSPENSION OF WORK. The Municipality, on account of public necessity, adverse weather conditions, or other reasons, may order all or any part of the work suspended, and thereupon, the Contractor shall neatly pile up all materials, provide and maintain walks and crossings and take other means to properly protect the work. In case of such a stoppage of work, the time allowed for the completion of the work shall be extended by an amount equal to that lost by the Contractor as a result of the stoppage. The Contractor shall be entitled to no claims for damages. Under no circumstances shall the materials be used which have been affected by the weather.

2.30 POWERS OF THE ENGINEER. The Engineer shall have unrestricted access to all parts of the work. The Engineer shall make all necessary explanations as to the meaning and intent of the Contract Documents, shall give all orders and directions contemplated under the Contract, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work the Engineer shall determine the adequacy of the Contractor's methods, plant, and appurtenances. The Engineer shall determine in all cases the quantity, quality, and acceptability of the several kinds of work and materials and shall determine all questions in relation to the work and the construction thereof. In case there is any inconsistency or ambiguity in the Contract Documents brought to his attention by the Contractor, the Engineer shall base his decision upon the premise that the more stringent interpretation was made by the Contractor in the submission of his bid. The Engineer shall decide any difference or conflicts, which may arise between the Contractor and other Contractors of the Municipality in regard to their work.

2.31 APPEALS BY THE CONTRACTOR. Should the Contractor take exception to any determination made by the Engineer relating to this Contract, the Contractor shall within ten (10) calendar days after receiving notification of such decision, file with the Municipality a written notice appeal, together with a full statement of the Contractor's understanding of the facts. A copy of said notice and statement of fact shall be furnished to the Engineer. Upon completion of the work, all matters of appeal shall be submitted to a Board of Arbitrators, composed of three members, one of whom shall be appointed by the Municipality, one by the Contractor and the third member shall be chosen by the first two. The cost of appeal shall be borne by the Contractor in matters wherein the decisions of the Engineer are affirmed, and in other matters the costs shall be borne jointly by the Contractor and the Municipality in such proportion as the Board of Arbitrators shall determine. The decision of the Board of Arbitrators shall be conclusive and binding upon both the Municipality and the Contractor.

2.32 UNAUTHORIZED WORK. Work done without lines and grade being given, work done beyond the lines and grades shown on the drawings or as given, or any extra work done without written authorization will be considered unauthorized. Such work will be at the expense of the Contractor and will not be paid for by the Municipality. Work so done, may be ordered removed and/or replaced by the Engineer at the Contractor's expense.

2.33 MAINTENANCE OF TRAFFIC. The Contractor shall provide for and maintain local vehicular traffic during construction operations wherever feasible. At no time shall he close off any street or drive by barricading or other methods without the prior consent of the Municipality, County and/or State. If and when it becomes necessary to close the street or driveway to the normal flow of traffic, the Contractor shall notify the Police Department, New Vernon Volunteer Fire Department and the Engineer, and shall at all times provide ingress and egress for emergency services as provided by the aforesaid departments. If approved by the Engineer, County and/or State, detour routes must be adequately and fully marked, by the Contractor, for the entire length of the detour. In the event it becomes necessary, as determined by the Township and or the Harding Township Police Department, to utilize Police Traffic Directors during construction of this project, the costs shall be paid for by the Township. The Contractor shall be responsible for scheduling said Police Traffic Directors, if and where deemed necessary.

2.34 EROSION AND SEDIMENTATION CONTROL. The Contractor shall schedule and conduct the work exercising such precautions as necessary to prevent and/or reasonably minimize the pollution or contamination of stream and other waters with sediment or other harmful materials. Wherever construction exposes work which is subject to erosion, the extent of such exposures in advance of subsequent construction shall be subject to the approval of the Engineer. Erosion control features or other work to be completed within such areas shall follow as soon after exposure as practicable. During construction, the Contractor shall shape the top of earthwork so as to affect the drainage of rainwater and to prevent the flow of runoff over the slopes except at locations selected or approved by the Engineer. If and where the Engineer so directs, temporary slope drains shall be constructed to carry the runoff. The erosion control measures described herein shall be continued until the grass on seeded slopes is sufficiently established to be effective as an erosion deterrent.

Unless otherwise approved in writing by the Engineer, construction operations in rivers, streams and impoundment's should be restricted to those areas where channel changes are shown on the plans and to those areas which must be entered for the construction of temporary or permanent structures, rivers, streams and impoundment's shall be promptly cleared of all false work, piling, debris, or other obstructions placed therein or caused by the construction operations.

Excavation from the roadway, channel changes, cofferdams, etc., shall not be deposited in or so near to rivers, streams or impoundments so that it will not be washed away by high water or runoff. Each 5,000 square feet of cut face of earth excavation and/or fill for roadway slopes will be treated to establish a temporary vegetative cover as described in the "Standards for Soil Erosion and Sedimentation Control in New Jersey" immediately after the completion of excavation and/or embankment operations in the same area. All work must also be in accordance with the local Soil Conservation District.

No separate payment will be made to the Contractor for providing soil erosion and sedimentation control measures, the cost of which shall be considered included in the unit bid price of the various items of work.

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

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

2.37 COMPLIANCE WITH LABOR STATUTES AND RULES. The Contractor agrees to comply with all the laws of the State of New Jersey regarding labor and compensation with all labor statutes, rules, regulations, and ordinances applicable and having the force of the law. The Contractor in matters of non-discrimination agrees that:

- a. In the hiring of persons for the performance of work under this Contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this Contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason or race, creed, color, national origin, or ancestry, discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employees engaged in the performance of work under this Contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such Contract on account of race, creed, color, national origin, or ancestry.
- c. There may be deducted from the amount payable to the Contractor by the Contracting public agency, under this Contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the Contract.
- d. This Contract may be canceled or terminated by the Contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the Contract occurring after notice of the Contractor from the Contracting public agency of any prior violation of the section of the Contract.
- e. The Contractor agrees to comply with all State statutes, rules and regulations dealing with minimum wage rates and failure to do so shall subject the Contractor to forfeiture of the Contract or other penalties imposed by law.
- f. Contractors are responsible for sub-Contractor compliance.

- g. The Contractor shall instruct his personnel to follow all safety regulations of the Occupational Safety and Health Administration (OSHA) and officials of the State of New Jersey Department of Labor and Industry. The Contractor is forewarned that the regulatory agencies could impose a work stoppage if their representatives inspect the Contract work and discover that safety precautions mandated by the agencies have been violated.
- h. In the case of projects with Contracts exceeding \$50,000.00 that are part of the project, the Contractor shall have an Affirmative Action Plan. The form AA-201B and/or others as it may be requested by the Affirmative Action Office shall be completed by the Contractor and furnished to the Governing Body and the Affirmative Action Office no later than three (3) days after the Contractor signs the Contract.

2.38 AMERICAN GOODS AND PRODUCTS. Only manufactured products of the United States, wherever available, shall be used for this project.

2.39 SUBMITTALS. The Contractor shall submit for review by the Engineer shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract and as required by the specifications. All drawings submitted to the Engineer shall be reviewed and stamped "reviewed" for conformance to the plans and specifications as regards measurements, size, materials and details by the Contractors, including all drawings submitted to him by his subcontractors and suppliers of equipment included in his Contract. Engineer's REVIEW of the Contractor's shop drawings shall in no way relieve the Contractor of any of his responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings returned by the Engineer and noted as "reviewed" or "reviewed as noted", shall be entirely at the Contractor's risk. The Engineer's review will be confined to general arrangement and compliance with the Contract drawings and specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc. The review of shop drawings submitted by the Contractor shall not constitute a waiver of any of the requirements of this Contract, nor shall the Municipality be compelled to accept any structure, equipment or apparatus unless it passes all the tests and requirements of these specifications. Equipment manufacturers supplying equipment for the project shall examine the plans and specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected. Equipment to be furnished shall carry a guarantee of satisfactory operation under the operating conditions shown on the drawings. The procedure in the review of drawings being submitted by the Contractor shall be as follows:

1. The Contractor shall submit six (6) prints of the drawings to the Engineer for his review. The drawings shall be accompanied by a letter of transmittal, in duplicate, containing the name of the project, the name of the Contractor, the number of drawings, titles and other requirements. Unless otherwise specified, such drawings shall be submitted at least fourteen (14) calendar days before they are required for fabrication of the materials by the Contractor or supplier.
2. When a drawing is satisfactory to the Engineer, it will be stamped "Reviewed", be dated and two (2) copies thereof will be returned to the Contractor by letter

with a request to submit three (3) additional copies of each drawing and one copy of each drawing in reproducible form (brown line) for purposes of recording.

3. When a drawing requires minor corrections by the Engineer, he will stamp thereon "Reviewed as Noted" and will return two (2) copies thereof, to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Engineer. The procedure as outlined in No. 2 above will then be followed.
4. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit" and will return two (2) copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor shall make such corrections and changes and again submit three (3) prints of the corrected drawings for review. The Contractor shall revise and resubmit the drawings as required by the Engineer, until review thereof is obtained. The procedure as outlined in No. 2 above will then be followed.
5. Should a drawing be unacceptable to the Engineer, he will stamp thereon "Not Accepted". It will be the Contractor's responsibility to resubmit a drawing that will be acceptable.
6. Shop drawings, showing the layout of equipment, piping, fixtures, conduit runs, electrical gear, ducting and all fabricated and manufactured items for inclusion into the project, shall be drawn and submitted at the scale used on the Contract drawings for the plan, sectional plans, sections and details for that particular building or installation.
7. Contract drawings shall not be reproduced by mechanical, chemical or photographic methods and resubmitted as "shop drawings".

Shop drawings submitted by subcontractors shall be sent directly to the Contractor who shall thoroughly check all subcontractors' shop drawings with regard to measurements, sizes of members, materials and details in order to be satisfied that they conform to the intent of the Contract drawings and specification. All subcontractor submittals must bear the stamp of approval of the Contractor, as evidence that the Contractor has checked such submittals. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the Contractor for correction before submitting them to the Engineer.

All details on shop drawings submitted for review shall clearly show the relation of the various parts of the work. Where the work depends upon field measurements, such measurements shall be obtained by the Contractor and noted on the shop drawings before being submitted for review. All submissions shall be properly referenced to indicate clearly the specifications section, location, service and function of each particular item. Identification of items shall be made in ink and submissions showing only general information are not acceptable.

All submissions shall be properly bound, labeled to indicate Contract number and shall include certification of the origin (Buy American) of materials and equipment. Each element of the submission shall be marked and tabulated. If the shop drawings contain

any departures from the Contract requirements, request for review thereof shall be made in the Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the Contractor shall, at his own expense, prepare and submit revised layout and structural drawings for review. Such drawings shall be the same size as the Contract drawings unless otherwise approved.

Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements. Where electrical control equipment having internal wiring is required, the detail shop wiring diagrams for such equipment will be required and will, in general, not be reviewed. The submittal for each item of equipment shall include an elementary diagram of the input and output elements that require connections to external equipment and a complete step by step description of the control action of the equipment being submitted.

One complete submittal of shop drawings shall be made at the same time for any one phase of a project such as structural, piping, reinforcing, etc. Shop drawings shall not be submitted piecemeal for said phases.

2.40 DISPUTES. Disputes arising under the Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration, as required by P.L. 1997, c. 371, pursuant to industry standards, prior to being submitted to a court for adjudication. The specific type of alternate dispute resolution to be utilized shall be selected by the Township and the costs payable to the mediator or arbitrator(s) shall be borne equally by the Township and Contractor. Nothing herein shall prevent the Township from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices required by this Section shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered into pursuant to P.L. 1971, c. 198 (N.J.S.A. 40A:11-1, et. seq.). The joinder of parties to any dispute hereunder shall be governed by the provisions of P.L. 1997, c. 371.

**HARDING TOWNSHIP CONTRACT FOR THE
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

SPECIAL PROVISIONS & SPECIFICATIONS

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 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation and as amended herein, shall govern the construction of this project.

WAGE RATES

The contractor shall pay the minimum wage rates determined by the New Jersey Department of Labor.

State wage rates may be obtained from the New Jersey Department of Labor (Telephone: 609-292-2259) or by accessing the Department of Labor's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html. The State wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25, *et seq.*).

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

GENERAL

All awards shall be made subject to the approval of the Morris County Preservation Trust Fund and the Morris County Park Commission. 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 Morris County Soil Conservation District must be notified of the construction commencement date at least three (3) calendar days prior to the start of construction.

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

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

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2007 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 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.04 MEASUREMENT AND PAYMENT

The following is added: Separate payment will not be made for removal and disposal of the existing vegetation or other surface material from the areas proposed for trail construction, tracking pad, and topsoil stockpile. Rather, the cost for removal and off-site disposal shall be included in the unit price bid for the trail construction.

SECTION 202 - EXCAVATION

202.04 MEASUREMENT AND PAYMENT

The following is added: Separate payment will not be made for excavation and stockpiling of excess existing topsoil to accommodate the proposed construction. Rather, the cost shall be included in the unit price bid for the trail bed construction.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 613 – WALKING TRAIL CONSTRUCTION

613.01 DESCRIPTION

This work shall consist of the construction of a walking path at the approximate location shown on the project plans. The path will be generally constructed at grade with topsoil excavated from the trail bed used to grade the areas immediately adjacent to the trail edges.

613.02 QUALITY ASSURANCE

All materials shall conform with NJDOT Section 900 – Materials.

613.03 MATERIALS

Trail Base Material: 4-inch thick NJDOT ¾-inch Dense Graded Aggregate
Trail Tread Material: 2-inch thick NJDOT No. 9 Stone Dust

613.04 CONSTRUCTION

Refer to plans and details for trail construction dimensions and locations. Work shall begin by removing the existing vegetation or other surface materials from the area of the proposed trail construction. Such materials shall be disposed of off-site by the contractor.

The trail bed shall then be excavated with excavated topsoil stockpiled on site for final grading. Following excavation of the trail bed, the subsoils shall be compacted using a 48-inch wide dynamic compactor. This shall be followed by placement of the DGA material and compaction of same using a 48-inch wide dynamic compactor. Placement of the Stone Dust tread material shall then be completed and compacted with a 48-inch wide dynamic compactor. The contractor shall complete the work by distributing the stockpiled soils on either side of the trail to provide for a smooth transition in grade from the existing ground surface to the trail. It shall be the contractor's responsibility to stockpile excess topsoil at the location on site shown on the project plans.

613.05 MEASUREMENT AND PAYMENT

Separate payment will not be made for demolition and disposal of existing vegetation or surface material nor for excavation of the trail bed, the trail base, final grading, nor on-site stockpiling of excess soil. Rather, the cost for all such work shall be included in the unit price bid for trail construction.

DIVISION 800 – LANDSCAPING

806.03 CONSTRUCTION

The application of lime, seed, fertilizer, and mulch to the disturbed areas on either side of the trail shall be completed in accordance with the specifications provided on Sheet 3 of the project plans. The topsoil stockpile and tracking pad areas shall also be included.

806.04 MEASUREMENT AND PAYMENT

The following is added: Separate payment will not be made for the application of lime, seed, fertilizer, and mulch to disturbed areas on the sides of the trail, topsoil stockpile, or tracking pad areas. Rather, the cost for all such work shall be included in the unit price bid for seeding, fertilizing, and mulching. No additional payment shall be made for the restoration and seeding, fertilizing, and mulching of any areas disturbed by construction operations beyond the limits of the trail grading, topsoil stockpile, or tracking pads.

Baseline Document Changes

Baseline Document Change (BDC) Announcements are notices that a Baseline Document has been modified in part or in whole. A Baseline document is defined as any official document that has gone through an initial approval process and was approved for use as intended. Thus a BDC is an alteration to or rewriting of any officially approved document. New documents are also announced with a BDC.

For additional BDC's to the 2007 specs that are not covered in this document:

<http://www.state.nj.us/transportation/eng/documents/BDC/>

BID PROPOSAL

PROPOSED TRAIL PROJECT

FOR THE

MUNICIPAL CAMPUS AND BAYNE PARK

TOWNSHIP OF HARDING
MORRIS COUNTY, NEW JERSEY

To: Township Clerk
of Harding Township

The undersigned bidder declares he has read the Notice to Bidders, Instruction to Bidders, General Conditions, Special Conditions, Plans and Specifications attached, that he has determined the conditions effecting the bid and agrees, if this proposal is accepted, and contract awarded, to furnish all labor and materials to do everything necessary for the proper construction and completion of the work in accordance with the aforesaid documents.

Accompanying this proposal is a Consent of Surety and a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total bid amount (including any alternates or options), not to exceed Twenty Thousand (\$20,000.00) Dollars, payable to Harding Township, which is to be forfeited as liquidated damages, if in the event that this proposal is accepted, the undersigned shall fail to execute the contract or furnish satisfactory bond as required.

Harding Township reserves the right to award this project to multi-vendors, and furthermore, to divide the services among awarded vendors as deemed in the best interest of the Township.

During evaluation, Harding Township may consider, but is not limited to, the following criteria to determine responsibility of bidder, and/or tie breaking purposes: lowest cost, past performance, references, conformity to specifications, financial references and stability, years of service, parts availability, service location, and warranty information.

_____ hereby offer(s) to do work at the following prices:
(Name of Bidder)

BID PROPOSAL
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK

Item No.	Estimated Quantity	Unit	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Total (In Figures)
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BASE BID ITEMS:

1	1	LS	Performance and Payment Bond _____ Dollars _____ Cents	\$ _____	\$ _____
2	1	LS	Soil Erosion & Sediment Control Measures _____ Dollars _____ Cents	\$ _____	\$ _____
3	4,184	LF	Trail Construction, Including Excavation & Adjacent Grading _____ Dollars _____ Cents	\$ _____	\$ _____
4	3,719	SY	Seed, Fertilizer, & Mulch _____ Dollars _____ Cents	\$ _____	\$ _____

SUBTOTAL ITEMS 1 THROUGH 4 (BASE BID)

_____ Dollars
 _____ Cents \$ _____

OPTION A (ADDED LOOP):

5	369	LF	Trail Construction, Including Excavation & Adjacent Grading _____ Dollars _____ Cents	\$ _____	\$ _____
6	328	SY	Seed, Fertilizer, & Mulch _____ Dollars _____ Cents	\$ _____	\$ _____

TOTAL AMOUNT OF BID (ALL ITEMS INCLUDING OPTIONS)

_____ Dollars
 _____ Cents \$ _____

In the event that there is an inconsistency between the words and the numerals, words will govern.

The undersigned is:

(a Partnership)

(a Corporation)

(an Individual)

(please indicate with circle)

under the laws of the State of _____

having principal offices at _____

RESPECTFULLY SUBMITTED BY: _____
(Name of Corporation, Partnership, or Individual)

ADDRESS: _____

TELEPHONE: _____

PRINT NAME _____

SIGNATURE: _____

POSITION: _____

SSAN (If Individual): _____

FED ID# (If Incorporated): _____

DATE: _____

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____
_____	_____

Acknowledged

For: _____
(Name of Bidder)

By: _____
(Signature of
Authorized Representative)

Name:

Title:

Important: If no addenda were issued by Harding Township or received by the Bidder, the word "NONE" must be written on the above form.

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

CONTRACTOR'S QUALIFICATION STATEMENT

EXPERIENCE, EQUIPMENT, AND FINANCIAL QUALIFICATIONS

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

1. How many years have you been in business under your present business name?
2. What projects of similar nature has your organization completed? Please use additional paper if necessary.

Name, Phone Owner, and Location	Name and Address of Persons in Responsible Charge	Type of Project	Amount of Contract	Date of Completion
---------------------------------------	---	--------------------	-----------------------	-----------------------

3. Have you or your organization, or partners or officers thereof, failed to complete a municipal contract or defaulted under any such contract? If so, please explain and list the municipality involved. (Attach a separate sheet, if necessary.)
4. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal contract, withdraw your bid? If so, please explain. (Attach a separate sheet, if necessary.)
5. Have you or your organization, or any partners thereof been a party to any lawsuits or legal actions, whether of a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK
SITE INSPECTION AFFIDAVIT

I, _____, on behalf of the bidder
_____, do hereby declare that, I or my
(Name of Bidder)

duly authorized representative, did adequately inspect the **Proposed Trail Project for the Municipal Campus and Bayne Park** and the limits of the project in the Township of Harding for the purpose of being fully informed as to the location and condition of the project site.

I inspected the project site on the _____ day of _____, _____, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By: _____

(Print or Type Name)

(Bidding Firm)

Subscribed and sworn to
before me this _____
day of _____, 2017.

Notary Public
My commission expires on _____

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

**CORPORATE, PARTNERSHIP AND LIMITED LIABILITY COMPANY
DISCLOSURE STATEMENT**

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation or limited liability company shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid or accompanying the bid of said partnership or corporation or limited liability company, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.
4. If a Limited Liability Company (LLC), then the statement shall include a list of the members who own 10% or more of the interests of that limited liability company.

BIDDERS MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

- I. A. Stockholders or Partners or Members owning 10% or more of the company submitting bid:

NAME

ADDRESS

B. If Stockholder or partner or Member named above is a Corporation than copy this page and complete as if that Stockholder or partner is submitting bid.

- II. No Stockholder or Partner or Member owns 10% or more of the company submitting bid:

(Signature and Title)

- III. Bid is being submitted by an individual who operates as a sole proprietorship:

(Signature and Title)

Subscribed and sworn to before me
this ___ day of _____, 2017

Seal:

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

FORM OF CONSENT OF SURETY

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, to it in hand paid by the Contractor, the receipt of which is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as Contractor, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and if the said Contractor shall omit or refuse to execute such contract if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum to which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may afterwards be awarded, the amount in such case to be determined by the bids plus the cost, if any, of the advertising for bids for this work and any administrative, engineering, and legal fees arising from such default, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to thereto affixed this ____ day of _____, 2017.

(A corporate acknowledgement and statement of authority must be attached by the surety company).

Surety Company Name: _____

By: _____
Surety Company Attorney-In-Fact

Print or Type Name of Attorney-In-Fact

Attest:

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

FORM OF BID BOND (To be used in lieu of
10% Certified Check)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

_____ (Name of Principal) as **PRINCIPAL**,

and _____ (Name of Surety) as **SURETY**, are held and firmly bound unto **THE TOWNSHIP OF HARDING, MORRIS COUNTY, NEW JERSEY**, hereinafter called **TOWNSHIP**, in the penal sum of (penal sum shall be equal to 10% of the total bid amount (including any alternates or options) but not to exceed \$20,000) _____ **DOLLARS** lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH, that, whereas the Principal has submitted the accompanying bid, dated _____, 2017, for the **Proposed Trail Project for the Municipal Campus and Bayne Park**.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein, to wit: 60 days after the opening of the same, and shall, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the **TOWNSHIP OF HARDING** in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and the payment of all persons performing labor or furnishing materials in connection therewith; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, the Principal shall pay the **TOWNSHIP OF HARDING**, within 30 days after being notified in writing of the award of a contract for said work to another bidder and the amount of said bidder's bid, the difference between the amount specified in the principal's bid and the amount of the bid of such other bidder, if the latter amount be in excess of the former, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to proper authority.

In the presence of:

_____ seal
(Principal)

_____ seal
(Surety)

(To be completed after award)

Bond No. _____ **PERFORMANCE AND PAYMENT BOND**
(N.J.S.A. 2A:44-147)

Know all men by these presents, that we, the undersigned _____ of _____ as principal and _____ as sureties, are hereby held and firmly bound unto HARDING TOWNSHIP in the penal sum of _____ dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas, the above named principal did on the _____ day of _____ 2017, enter into a contract with Harding Township, which said contract is made a part of this the bond the same as though set forth herein.

For: **PROPOSED TRAIL PROJECT FOR THE MUNICIPAL CAMPUS AND BAYNE PARK.**

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said surety on its bond.

IN WITNESS WHEREOF, the said principal and surety have signed and sealed this instrument this ___ day of _____ 2017.

(Corporate Name) (Corp. Seal)

Attest: _____ By _____
Corporation Secretary (Principal Signature)

(Title)

Witness as to Surety: _____
(Surety Company)

(Attorney-in-Fact) (Seal) (Signature)

By _____
(State Representative)

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

AFFIRMATIVE ACTION COMPLIANCE

Each 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 documents:

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

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473
E-mail: www.state.nj.us/treasury/contract_compliance/ccmail.html

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

EQUAL EMPLOYMENT OPPORTUNITY MANDATORY LANGUAGE

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

N.J.A.C. 17:27

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

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex; The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

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

- (1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

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

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

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

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

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

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

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

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

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C.s12101 et.seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the OWNER, its agents, servants and employees from and against any and all suits, claims losses, demands or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER, or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER 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 OWNER or any of its agents, servants and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading or other process received by the OWNER or its representatives.

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

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement.

Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

By: _____

(Print or Type Name)

(Bidding Firm)

(Date)

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

CERTIFICATION OF COMPLIANCE - PREVAILING WAGE LAW

I hereby certify as follows:

1. I am the duly authorized agent of _____ to make this certification on behalf of _____ the contractor.
2. I am familiar with the laws, specifically Chapter 150 of the N.J. Laws 1963 - Prevailing Wage Rate.
3. I have reviewed the state wage rates available from the New Jersey Department of Labor.
4. I understand that the state wage rates in effect at the time of award will be made a part of this Contract, pursuant to Chapter 150, Laws of 1963.
5. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
6. I have read this statement and I know the contents, and know the same to be true, to my own knowledge.
7. I therefore, certify that the bid submitted as described above, to be in compliance to the Prevailing Wage Rate.

Contractor (Signature of Agent)

Date

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

PUBLIC WORKS REGISTRATION ACT

REQUIRED EVIDENCE OF REGISTRATION WITH THE NEW JERSEY
COMMISSIONER OF LABOR

No Contractor shall bid on or engage in any contract for public work as defined in section 2 of P.C. 1963, c. 150 (c.34:11-56.26) unless the Contractor is registered pursuant to the Public Works Registration Act.

Prospective bidders will be required to file the registration form prior to submitting a bid for a public works contract.

A photocopy of the actual registration form issued by the New Jersey Commissioner of Labor dated prior to the receipt of bid date shall be included with prospective bidder's submission.

The following questions must be answered by all bidders:

1. Have you been registered with the New Jersey Commissioner of Labor in accordance with the Public Works Registration Act?

Yes: _____ No: _____

If yes, please submit a copy of the registration form.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of the Public Works Contractor Registration Act.

Company : _____ Signature: _____

Title: _____ Date: _____

Note: A Contractor's bid must be rejected as non-responsive if a Contractor fails to provide the information specified above.

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

MISINTERPRETATION OF CONTRACT DOCUMENTS

The successful vendor shall make no claim for additional payment or other concession because of any misinterpretation or misunderstanding of the contract documents on his part or because of any failure to fully acquaint himself with any condition or provision of the contract documents.

PROPOSED TRAIL PROJECT FOR THE MUNICIPAL CAMPUS AND BAYNE PARK

Bidder: _____

Signature: _____

Name Printed: _____

Title: _____

Date: _____

Corporate Registered Agent (if applicable)

Name: _____

Address: _____

HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK
INSURANCE CHECKLIST

This checklist shows the coverage required by the subject contract. The contractor's insurance agent must check or initial every line to confirm that the contractor presently has the coverage required, must sign at the bottom, must attach this checklist to the insurance certificate(s), and must return this checklist along with the insurance certificate(s). It will be deemed to be part of the insurance certificate. If any line is not checked the owner may refuse to sign the contract or issue a Notice to Proceed until the deficiency is satisfied.

Owner: Township of Harding

Contract:

Contractor\Insured:

Insurance Requirements:

- ___ Comprehensive General Liability (CGL)
- ___ CGL includes: - contractors protection
- ___ - completed operations
- ___ - contractual liability
- ___ CGL policy limits: - single limit BI and PD
- ___ - primary coverage at least \$1-mil
- ___ - total coverage at least \$3-mil
- ___ PD coverage includes: - Broad Form Endorsement and XCU
- ___ CGL is on an occurrence basis
- ___ Automobile Liability (Auto)
- ___ Auto includes owner, hired, and non-owned vehicles
- ___ Auto policy limits: - single limit BI and PD
- ___ - primary coverage at least \$1-mil
- ___ - total coverage at least \$3-mil
- ___ All-Risk Builders Risk
- ___ All Risk is in amount at least equal to bid
- ___ All Risk Includes: fire, extended coverage & vandalism & malicious mischief
- ___ Deductibles not to exceed \$1,000.00
- ___ Workers compensation coverage in amount as required by law.
- ___ The following are additional named insured on all liability coverages:
Harding Township, the Township Engineer, and all officers, employees and agents of each.

This is to certify that the coverage shown on the attached certificate(s) of Insurance satisfy all of the criteria listed on the above checklist. The above checklist was prepared by me or under my supervision, and at the time I signed below all of the blank lines on the above list had been checked or initialed.

Authorized Representative: _____

Type or Print Name: _____

Issue Date: _____

**HARDING TOWNSHIP CONTRACT FOR
PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK
HARDING TOWNSHIP CHECK LIST**

THE FOLLOWING ITEMS, AS STARRED (*) BELOW, MUST BE SUBMITTED WITH YOUR BID PACKAGE:

- 1. Bid Security (Bid Bond, Cashier's or Certified Check)**
- 2. Corporate Disclosure Statement**
- 3. Non-Collusion Affidavit**
- 4. Contractor's Qualification Statement**
- 5. Financial Statement & Resume
- 6. Information to be Furnished by the Bidder
- 7. _____ Brochures including literature describing item
- 8. Contractor's Certification of Compliance (Prevailing Wage)**
- 9. Check List, Signed Below**
- 10. Bid Proposal Form**
- 11. Technical Specifications (with all blanks completed)
- 12. Contractor Provide 2 Copies of Bid Package
- 13. Subcontractor's List**
- 14. Consent of Surety**
- 15. Insurance Check List**
- 16. Business Registration Certificate**
- 17. Acknowledgment of Receipt of Addenda**
- 18. Public Works Contractor Registration Certificate Pursuant to P.L. 199 Chapter 238**
- 19. Misinterpretation of Contract Documents Form**
- 20. Site Inspection Affidavit**
- 21. Americans With Disabilities Act Certification**

THE FOLLOWING ITEMS, AS STARRED(*) BELOW, SHALL BE REQUIRED UPON AWARD OF CONTRACT:

- 1. Certification of Insurance**
- 2. Performance - Payment Bond (Please retain blank copy in your records)**
- 3. Maintenance Bond - Upon acceptance of project by the Township**
- 4. Contractor's Affirmative Action Requirements**
- 5. Contract**

WARNING: If the items starred above are not included in your bid package, it may cause your bid to be automatically rejected.

THIS CHECK LIST MUST BE SIGNED AND SUBMITTED WITH THE BID PACKAGE.

(Signature)

(Date)

(Name - Please Print or Type)

(Company)

**PROPOSED TRAIL PROJECT
FOR THE
MUNICIPAL CAMPUS AND BAYNE PARK**

CONTRACT

BETWEEN TOWNSHIP AND CONTRACTOR

CONTRACT #

THIS AGREEMENT made as of the _____ day of _____ in the year 2017
by and between:

**THE TOWNSHIP OF HARDING, MORRIS COUNTY, NEW JERSEY
21 BLUE MILL ROAD, NEW VERNON, NEW JERSEY 07976
(Hereinafter called TOWNSHIP)**

AND

(Hereinafter called CONTRACTOR)

WITNESSETH THAT TOWNSHIP AND CONTRACTOR in consideration of the mutual covenants hereafter set forth, agree as follows:

1. **WORK:**

The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents, including without limitation, the Bid Specifications and the Contractor's proposal, for the completion of the project generally described as follows:

2. **FEE TO BE PAID:**

In consideration for Contractor's performance of the aforesaid services, the Township shall pay the following sums in accordance with the Contract Documents:

Base Contract: \$

TOTAL: \$

3. **CONTRACT TIME:**

The duration of the contract shall be _____ calendar days from the contract commencement date set by the Township Engineer in the "Notice to Proceed" issued to the Contractor.

4. CONTRACT DOCUMENTS:

The Contract Documents, which comprise the contract between TOWNSHIP and CONTRACTOR, are attached hereto and made a part hereof and consist of the following:

- a. This Agreement;
- b. Exhibits to this Agreement (if any);
EXHIBIT A: Resolution awarding Contract # _____ in the amount of \$ _____;
- c. Notice of Award;
- d. Instructions to Bidders;
- e. General Conditions;
- f. Supplementary Conditions (if any);
- g. Specifications and Scope of Work (SW-2);
- h. Any modifications, including change orders, duly delivered after execution of this Agreement; and
- i. Bid proposal packet submitted by Contractor.

5. MISCELLANEOUS

- a. Terms used in this agreement not otherwise defined herein shall be as defined in the contract documents, including without limitation the General Conditions, Instructions to Bidders and Specifications.
- b. Neither TOWNSHIP nor CONTRACTOR shall, without prior written consent of the other, assign or sublet in whole or in part his interest under any of the contract documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without the prior written consent of TOWNSHIP.
- c. TOWNSHIP and CONTRACTOR each binds him/herself, his/her partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.
- d. The contract documents constitute the entire agreement between the TOWNSHIP and CONTRACTOR and may only be altered, amended or repealed by a written instrument duly executed by both parties.

6. AFFIRMATIVE ACTION:

This Agreement is subject to the terms and conditions of the Affirmative Action amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq. These terms and conditions are set forth in Bid Specifications made a part hereof.

7. BUSINESS REGISTRATION COMPLIANCE:

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide good or perform services for a contractor fulfilling this contract: 1) the contractor shall provide written notice to its subcontractors to submit proof of business registration to the contractor; 2) prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used; 3) during the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

8. AMERICANS WITH DISABILITIES ACT OF 1990:

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Contractor acknowledges and agrees that the Americans With Disabilities language that is included as Appendix A and agree that the provisions of Title II of the Act are made a part of the contract. The Contractor is obligated to comply with the Act and to hold the Township harmless.

9. AMENDMENTS:

No modifications, alterations, additions, deletions, or any other changes in the terms hereof shall be binding on either party unless reduced in writing and properly executed by a duly authorized officer of TOWNSHIP and CONTRACTOR.

10. NOTICES:

Notice pursuant to this Contract shall be given in writing by certified mail to the parties at the following addresses:

To TOWNSHIP:

Paige Frank, Acting Municipal Clerk
21 Blue Mill Road, PO Box 666
New Vernon, New Jersey 07976

To CONTRACTOR:

or to such other address as the Parties may hereafter designate by notice given in accordance with the terms of this Section.

11. OTHER PROVISIONS:

- a. Agreement to Do All Work and to Accept Conditions. The CONTRACTOR agrees to furnish all labor, materials and equipment, to fully and faithfully construct, perform, and execute all work in accordance with the specifications, and to furnish all labor, tools, implements, machinery, forms and transportation necessary and proper for the completion of the job at the prices named by him/her in the itemized proposal.
- b. Modification of Contract. The CONTRACTOR, in entering into this contract, understands that the TOWNSHIP reserves the right to modify, to the extent herein provided, the location, character, grade or size of the work or appurtenances, whenever in his/her opinion he shall deem it necessary or available to do so. The CONTRACTOR shall and will accept such modifications when ordered in writing by the TOWNSHIP, and the same shall not violate or void this contract. Any such modifications so made, shall not, however, subject the CONTRACTOR to increase expense without equitable compensation, which shall be determined by the TOWNSHIP Administrator, subject to the approval of the TOWNSHIP. If such modifications (if there be any) result in decrease in the cost of work involved, an equitable deduction from the contract price shall be made, as determined by the TOWNSHIP Administrator. The TOWNSHIP Administrator's determination of any such additional compensation or of any deduction shall be based upon the bids submitted and accepted. In no event shall any modifications in the work shown on the specifications be made unless the nature and extent thereof has first been certified by the TOWNSHIP Administrator in writing and sent to the CONTRACTOR.
- c. Increase or Decrease of Quantities Elimination of Items. In entering into this contract, the CONTRACTOR agrees that the quantities of work as stated in said proposal are only approximate, and that during the progress of the work, the TOWNSHIP may find it advisable and shall have the right to omit portions of the work and to increase or decrease the quantities, and the TOWNSHIP reserves the right to add or to take from the amount of the work as may be necessary to complete the work in a manner satisfactory to the TOWNSHIP.
- d. The CONTRACTOR shall and will at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the said estimated quantities.
- e. Compliance with all other legal requirements including affirmative action requirements and prevailing wage laws.
- f. Hold Harmless Agreement. The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Township, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Township or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

- g. CONTRACTOR agrees to furnish labor and equipment in strict compliance with the contract documents and agrees to the assessment of any penalties, and/or to complete required corrective WORK based upon inspection and sampling test results determined in accordance with the contract documents, which disclose defective or substandard WORK.

IN WITNESS WHEREOF, TOWNSHIP and CONTRACTOR have signed this agreement in triplicate. One counterpart each has been delivered to TOWNSHIP and CONTRACTOR. All portions of the contract documents have been signed or identified by TOWNSHIP and CONTRACTOR on their behalf.

The agreement will be effective on _____, 20_____.

OWNER: **TOWNSHIP OF HARDING**

CONTRACTOR: _____

BY: _____
(Name)

BY: _____
(Name)

(Title)

(Title)

(Signature)

(Signature)

ATTEST: _____
Robert Falzarano
Municipal Clerk

ATTEST: _____
(Corporate Secretary)

ATTEST: _____

ATTEST: _____

Agent for service of process: _____

(If CONTRACTOR is a corporation, attach
evidence of authority to sign)

TOWNSHIP'S SEAL

CONTRACTOR'S SEAL