

**SPECIFICATIONS
for the
Indian Springs Clubhouse Balcony**

**Prepared for
Township of Evesham
Burlington County, New Jersey**

May 2025



2059 Springdale Road
Cherry Hill, NJ 08003
(856) 795-9595

RVE Project No. 03-13-T-238

Timothy R. Staszewski, P.E.
Lic. No. 47542

Jacqueline D. Trovato
Jacqueline D. Trovato, P.E.
Lic. No. 51944

Date

05.27.2025

Date

**TOWNSHIP OF EVESHAM
BURLINGTON COUNTY,
NEW JERSEY**

NOTICE TO BID

SEALED BIDS WILL BE RECEIVED BY THE TOWNSHIP OF EVESHAM FOR:

INDIAN SPRINGS CLUBHOUSE BALCONY

And will be opened and read in public at the Municipal Complex, 984 Tuckerton Road, Marlton, Burlington County, New Jersey 08053, on Wednesday, June 18, 2025, at 10:00 AM, prevailing time, in Conference Room B #208.

Bid forms, contracts and specifications are available by contacting Remington & Vernick Engineers. Contact shall be made by phone or by email to make bid purchase arrangements. At 856 795 9595 or by submitting RVEbidinterest@rve.com.

Electronic download link for copies of the bid forms, contracts and specifications may be obtained from said Remington and Vernick Engineers, by prospective bidders upon request, upon payment of the sum of \$50.00 for each set. Should interested bidders not have the ability to handle electronic download sets, a set may be arranged to be sent overnight by calling 856 795 9595.

NO BIDS ARE TO BE PICKED UP AT THE ENGINEER'S OFFICE OR AT THE MUNICIPALITY OFFICES.

PAYMENT MUST BE RECEIVED PRIOR TO OBTAINING SAID SPECIFICATIONS.

NO BIDS ARE TO BE DROPPED OFF AT THE ENGINEER'S OFFICE.

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

Bids must be on the bid form prepared by Remington & Vernick Engineers, in the manner designated therein and required by the specifications, must be enclosed in sealed envelopes bearing the name and address of the bidder on the outside and also bearing on the outside reference to the particular work bid upon. It is the bidder's responsibility to see that bids are presented to the Township no later than, or prior to, the hour designated and at the place designated. Bids may be hand delivered or mailed; however, the Township disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by overnight mail, the project name must also appear on the outside of the delivery company envelope. Absent an immediate and legally cognizable explanation for a late bid, bids received after the designated time and date will be returned unopened. Said bids shall be addressed to Rebecca Andrews, Township Clerk and shall be **delivered on or before the hour named above to the Clerk's Office, Room 201**.

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

The award of the contract shall be made subject to the necessary moneys to do the work being provided by the Township of Evesham in a lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary moneys to do the work have been provided by the Township of Evesham in a lawful manner. The award shall further be subjected to the securing of necessary State, Federal or Local permits governing the work.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (Affirmative Action), N.J.S.A. 34:11-56.25 et seq.(New Jersey Prevailing Wage Act), and Americans with Disabilities Act of 1990 (42 U.S.C. S12101, et seq.).

The contractor is further notified that he must comply with N.J.S.A. 52:25-24.2, and submit a Disclosure Statement listing stockholders with his bid.

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

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

By Order of Rebecca Andrews, Township Clerk
Township of Evesham

Dated: June 6, 2025

PROPOSAL SECTION

BID DOCUMENT SUBMISSION CHECKLIST

Township of Evesham
(Name of Local Contracting Unit)

Indian Springs Clubhouse Balcony
(Name of Project)

03-13-T-238
(Project or Bid Number)

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

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Bidder's acknowledgement of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
X	A statement of ownership disclosure, pursuant to <u>N.J.S.A.</u> 52:25-24.2 (Stockholders Statement)	
X	A listing of subcontractors as required by <u>N.J.S.A.</u> 40A:11-16 (Subcontractor's Declaration)	
X	A bid guarantee as required by <u>N.J.S.A.</u> 40A:11-21 (Bid Bond, Certified Check or Cashier's Check)	
X	A certificate from a surety company, pursuant to <u>N.J.S.A.</u> 40A:11-22 (Consent of Surety)	

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

Required with Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Public Works Contractor Registration Form	
X	New Jersey "Business Registration Certificate" Form	
X	Background Questionnaire	
X	Debarred List Affidavit	
X	Submission of a Non-Collusion Affidavit (this form must be notarized)	
X	Affirmative Action Requirements	

X	Bidder Certificate showing ability to perform contract, pursuant to N.J.S.A. 40A:11-20	
	Disclosure of Investment Activities in Iran, pursuant to P.L. 2012, c. 25.	
	Prohibited Russia-Belarus Activities pursuant to P.L. 2022, c. 3.	
	Certification on Non-Debarment for Federal Government Contracts Form, pursuant to <u>N.J.S.A. 52:32-44.1</u>	
	Lowest Bidder Prevailing Wage Certification pursuant to N.J.S.A. 34:11-56.25, et seq., N.J.A.C. 12.60-9.1	
X	Bid Form	

- C. Owner's Statement with respect to N.J.S.A. 40:11-23.1c: See technical specifications whether uniformed law enforcement officers will or will not be required for traffic control.
- D. SIGNATURE: The undersigned hereby acknowledges and has submitted the above-listed requirements.

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

Company Name: _____

Mailing Address: _____

Physical Address: _____

Phone Number: _____

Fax Number: _____

E-Mail: _____

ACKNOWLEDGEMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

Township of Evesham
(Name of Local Contracting Unit)

Indian Springs Clubhouse Balcony
(Name of Project)

03-13-T-238
(Project or Bid number)

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

Local Unit Reference Number Or Title of Addendum/Revision		How Received (mail, fax, pick-up, etc.)	Date Received	Bidder's Initials
Notice, Revision or Addenda No.	Title or Description			

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE

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

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

Name of Organization: _____

Organization Address: _____

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

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type)
- ☐ Limited Liability Company (LLC)
- ☐ Partnership
- ☐ Limited Partnership
- ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): (Click or tap to enter text)

Part II

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

(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

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

(SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Address

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

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

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

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

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Address

Part IV Certification

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

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

SUBCONTRACTOR DECLARATION

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

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

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

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3. These provisions require that plumbing work on such contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity. Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the entity submitting the bid. Alternately, if a bidder intends to perform such work through a subcontractor, a

master plumber must possess an ownership interest that complies with N.J.S.A. 45:14C-2 and N.J.A.C. 13:32-1.3 in the subcontractor.

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

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

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

Plumbing Work:

Name _____ Phone # _____
Address _____
License Number: _____

Gas Fitting and All Kindred Work:

Name _____ Phone # _____
Address _____
License Number: _____
Certification Number (for Medical Gas Piping Installation): _____

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

Name _____ Phone # _____
Address _____
License Number: _____

Electrical Work, including any Electrical Power Plants:

Name _____ Phone # _____
Address _____
License Number: _____

Tele-data Systems:

Name _____ Phone # _____
Address _____
License Number: _____
Telecommunications Exemption (Provide copy of letter and ID card) Number: _____

Fire Alarm Systems:

Name _____ Phone # _____

Address _____

License Number: _____

Fire Protection Equipment Business or Fire Protection Contractor Business Permit Number: _____

Security Systems:

Name _____ Phone # _____

Address _____

License Number: _____

Structural Steel and Ornamental Iron Work:

Name _____ Phone # _____

Address _____

License Number: Not Applicable

BID SECURITY

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

CONSENT OF SURETY

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

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

Sample wording is as shown below:

CONSENT OF SURETY

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

SAMPLE

(Name) Insurance Company,

(Address)

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

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

(Name) Insurance Company

By _____
(Name)
Attorney in Fact

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

PUBLIC WORKS CONTRACTOR REGISTRATION FORM

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

“Contractor means a person, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof who enters into a contract which is subject to the provisions of the “New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. and includes any subcontractor or lower tier subcontractor of a contractor as defined herein.”

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

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

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn before me this _____ day of _____ 20 _____.

Notary Public of _____	_____ <i>Signature</i>
My Commission Expires _____, 20_____ (Seal)	_____ <i>Name and Title (Type or Print)</i>

NEW JERSEY" BUSINESS REGISTRATION CERTIFICATE" FORM

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

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

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

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

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

The contractor shall provide the contracting agency with the business registration certificate 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.

<u>Name</u>	<u>Not Registered</u>	<u>Registration Number</u>
Bidder _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____
(Subcontractor) _____	_____	_____

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____, 20_____.

(Seal)

Signature

Name and Title
(Type or Print)

BACKGROUND QUESTIONNAIRE

In accordance with paragraph entitled "Qualifications of Bidders" of "Information for Bidders", provide the following information:

Date of Organization of Company: _____

Name and Address of Officers: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

EXPERIENCE

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

	<u>Contract Amount</u>	<u>Date Work Completed</u>	<u>For Whom</u>
A. \$	_____	_____	_____
B. \$	_____	_____	_____
C. \$	_____	_____	_____
D. \$	_____	_____	_____
E. \$	_____	_____	_____

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

	<u>Name and Address</u>	<u>Telephone Number</u>
A.	_____	_____
B.	_____	_____
C.	_____	_____
D.	_____	_____
E.	_____	_____

Background Questionnaire
Page 2

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

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

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

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

<u>Name of Contract</u>	<u>Contracting Agency</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

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

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

DEBARRED LIST AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss: _____

I, _____ of the City/Town/Township/Borough, etc. _____ in the County of _____ and the State of _____ full age, being duly sworn according to law on my oath depose and say that:

I am _____ an officer of the firm of _____ the bidder making the bid for the above named work, and that I executed said bid with full authority to do so; that said bidder at the time of making of this bid is not debarred at the federal level from contracting with a federal government agency as indicated in N.J.S.A. 52:32-44.1 or included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said bid and in this affidavit are true and correct, and made with the full knowledge that the

(Name of the contracting agency)

as the Owner relies upon the truth of the statements contained in said bid and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid be debarred at the federal level from contracting with a federal government agency or appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the Local Unit shall be immediately so notified by the signatory of this Eligibility Affidavit.

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

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

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

ss: _____

I, _____ of the (City, Town, Township, Borough, etc.) of _____
_____ in the County of _____ and the State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am _____
of the firm of _____
the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder had not, directly or indirectly, entered into any agreement(s), participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the **(Name of Contracting Agency)** relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the contract for the said Project.

I further warrant that no person(s) or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent, fee except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of bidder)

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

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____

(Seal)

AFFIRMATIVE ACTION REQUIREMENTS

CONSTRUCTION CONTRACTS

“Bidder is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

1. All successful contractor(s) must submit to the agencies named below, after notification of award but prior to the signing of the contract an Initial Project Workforce Report (Form AA201) for any contract award that meets or exceeds the Public Agency bidding threshold.
2. The successful contractor(s) must submit the appropriate copies of the Initial Project Workforce Report (Form AA201) to the Division of Contract Compliance and the appropriate copy to the Public Agency.
3. The successful contractor(s) must submit a copy of the Monthly Workforce Report (Form AA 202) once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

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

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

CERTIFICATE OF BIDDER SHOWING ABILITY TO PERFORM CONTRACT

STATE OF _____

COUNTY OF _____

ss:

I, _____ of the (City, Town, Township, Borough, etc.)
of _____ in the County of _____ and the
State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

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

(Check appropriate Statement(s))

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

☐ I do not own, lease or control all the necessary equipment required by the plans, specifications, and advertisements under which bids are asked for.

If the bidder is not the actual owner or lessee of all necessary equipment, provide the source from which the equipment will be obtained. (Attach additional sheets if necessary).

(Attach certification from the owner or person in control of the equipment definitely granting to the bidder the control of the equipment required during such time as may be necessary for the completion of that portion of the contract for which it is necessary)

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

(Insert Name and Title of Affiant)

Subscribed and sworn before me this _____ day of _____ 20 _____

Notary Public of _____

My Commission Expires _____ 20 _____
(Seal)

Disclosure of Investment Activities in Iran	
Person or Entity	
Part 1: Certification	
<p>COMPLETE PART 1 BY CHECKING <u>EITHER BOX.</u></p> <p>Pursuant to Public Law 2012, c. 25, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate is identified on the State Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The list is found on Treasury's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.</p> <p>The Chapter 25 list must be reviewed prior to completing the below certification. If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may provided by law, rule or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.</p>	
<input type="checkbox"/>	<p><i>I certify, pursuant to Public Law 2012, c. 25, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.</i></p>
OR	
<input type="checkbox"/>	<p><i>I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate thereof is listed on the N.J. Department of the Treasury's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below sign and complete the Certification below.</i></p>

Part 2: Additional Information

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the person or entity, or a parent entity, subsidiary, or affiliate thereof engaging in investment activities in Iran below and, if more space is needed, on additional sheets provided by you.

Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

*I acknowledge that the **Name of Contracting Unit** is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the **Reference to Contracting Unit** to notify the **Reference to Contracting Unit** in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the **Name of Contracting Unit** and that the **Reference to Contracting Unit** at its option may declare any contract(s) resulting from this certification void and unenforceable.*

Full Name (Print)		Title	
Signature		Date	

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR
BELARUS**

Pursuant to N.J.S.A. 52 :32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☐ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- ☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

- ☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

<hr/> Signature of Vendor’s Authorized Representative	<hr/> Date
<hr/> Print Name and Title of Vendor’s Authorized Representative	<hr/> Vendor’s FEIN
<hr/> Vendor’s Name	<hr/> Vendor’s Phone Number
<hr/>	<hr/>

_____ Vendor's Address (Street Address)	_____ Vendor's Fax Number
_____ Vendor's Address (City/State/Zip Code)	_____ Vendor's Email Address

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS
N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	
Address of Individual or Organization	
Unique Entity ID (if applicable)	
CAGE Code (if applicable)	
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
<p>I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <name of contracting unit> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <type of contracting unit> to notify the <type of contracting unit> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <type of contracting unit>, permitting the <type of contracting unit> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):		Title:	
Signature:		Date:	

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization			
Section A (Check the Box that applies)			
<input type="checkbox"/>		Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.	
Name of Individual or Organization			
Physical Address			
OR			
<input type="checkbox"/>		No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.	
Section B (Skip if no Business entity is listed in Section A above)			
<input type="checkbox"/>		Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.	
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity			
Physical Address			
OR			
<input type="checkbox"/>		No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.	
Section C – Part III Certification			
<p>I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the Organization listed above in Part I or, if applicable, owns greater than 50 percent of a parent entity of _____.</p> <p style="text-align: right;">(Name of Organization)</p> <p>I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the <i><type of contracting unit></i>, permitting the <i><type of contracting unit></i> to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):			Title:
Signature:			Date:

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Physical Address
Add additional sheets if necessary	
OR	
<input type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.
Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Physical Address
Add additional Sheets if necessary	
OR	
<input type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i><name of contracting unit></i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by <i><type of contracting unit></i> to notify the <i><type of contracting unit></i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or	

misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the *<type of contracting unit>*, permitting the *<type of contracting unit>* to declare any contract(s) resulting from this certification void and unenforceable.

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

LOWEST BIDDER PREVAILING WAGE CERTIFICATION

In the matter of an award of a)	STATE OF NEW JERSEY
contract for public work for a)	DEPARTMENT OF LABOR AND
project described as:)	WORKFORCE DEVELOPMENT
)	DIVISION OF
[Enter project name])	WAGE & HOUR COMPLIANCE
)	
)	Certification of Lowest Bidder

_____, of full age and under oath, duly provides the following sworn statement:

(1). I am the owner and/or highest-ranking official or officer of a company or firm named _____, which holds a currently valid public works contractor registration pursuant to the New Jersey Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., certificate number _____.

(2). I submitted a bid for a contract award in the above identified project and the public body has informed me that I am the lowest bidder by 10 percent or more as compared to the next lowest bid submitted.

(3). The amount of my bid does include paying the prevailing wage rate to all workers who perform work on the project at rates of pay, including both base wage and fringe benefits, set forth in applicable Wage Determinations, (1) for the appropriate locality, (2) for the appropriate work classification (e.g., carpenter, electrician, mason, plumber), and (3) for the appropriate job title (e.g., Apprentice, Journeyman, Forman), published by the New Jersey Department of Labor and Workforce Development (NJDOL) pursuant to the New Jersey Prevailing Wage Act (NJPWA), N.J.S.A. 34:11-56.25 et seq., and corresponding NJDOL rules, N.J.A.C. 12:60.

I certify under penalty of perjury that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are false, I am subject to punishment. See N.J.S.A. 2C:28-1 et seq., specifically, N.J.S.A. 2C:28-3, within the New Jersey Code of Criminal Justice.

Dated: _____

Signature: _____

Title: _____

Indian Springs Clubhouse Balcony

RVE Project Number 03-13-T-238

Township of Evesham

BID FORM

Pursuant to and in compliance with your Advertisement for Bids and the Information for Bidders relating hereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary for, or proper for, or incidental to the, as required by, and in strict accordance with the applicable provisions of plans and specifications and all addenda issued prior to the date of opening the bids, whether received by the undersigned or not, for the amount bid based on the following unit and/or lump sum prices.

NOTE: Extension of Unit Prices must be exact.

CONTRACT TIME BASE BID	90	CALENDAR DAYS
TOTAL CONTRACT TIME	90	CALENDAR DAYS

BASE BID

Item	Quantity	Units	Description	Unit Price	Amount
1	2150	SF	Demolish and dispose of all existing ceramic tile, grout, and mortar.	\$	\$
2	2150	SF	Grind clean the existing concrete deck surface after demolition.	\$	\$
3	275	LF	Remove and dispose of all existing tile edge.	\$	\$
4	100	LF	Repair all existing concrete cracks greater than 1/8" in width by injection with an epoxy resin adhesive.	\$	\$
5	50	SF	Repair all existing concrete spalls greater than 1" in depth by routing and filling with a repair mortar.	\$	\$
6	1	LS	Repair or replace all loose or damaged existing railing anchors.	\$	\$
7	1	LS	Move and reset all existing handrail and column post base flanges.	\$	\$
8	2150	SF	Provide a new waterproof decoupling membrane with taped seams.	\$	\$

Item	Quantity	Units	Description	Unit Price	Amount
9	2150	SF	Provide a new waterproof roofing membrane.	\$	\$
10	2150	SF	Provide a new waterproofing tile sealer.	\$	\$
11	1	LS	Repair or replace all loose or damaged existing aluminum gutter anchors.	\$	\$
12	115	LF	Provide a new continuous sealant joint along the existing clubhouse wall.	\$	\$
13	1	LS	Provide a new 1/4" sealant joint around all existing post bases.	\$	\$
14	2150	SF	Provide new exterior-rated porcelain tile on a new polymer-modified exterior-rated thin set mortar bed.	\$	\$
15	115	LF	Provide a new aluminum or stainless-steel expansion joint edge trim.	\$	\$
16	1	LS	Maintain the existing gutter clean and free of debris during demolition and replacement.	\$	\$
17	1	LS	Protect all existing faces, doors, hardware, and finishes during demolition and replacement.	\$	\$
18	1	LS	Allowance	\$	\$
TOTAL CONSTRUCTION COST, BASE BID, ITEMS 1 THROUGH 18, INCLUSIVE.					

TOTAL AMOUNT BID WRITTEN OUT

SIGNATURE

NAME & TITLE

BID DATE

COMPANY NAME

**Evesham Township 2025
RECYCLING TONNAGE REPORT**

Section 1

Type or print the following information:

Name of business/institution: _____

Contact: _____

Title: _____

Address: _____

Phone/Fax: _____

E-Mail: _____

Type of business/institution: _____

The submission of this report is required by law. DEADLINE: March 1, 2026

Section 2

Important – See the reverse side of this form for information on completing it.

ID#	Material	Tons	Company Hauling Material and End Market Info
01	Corrugated cardboard		
02	Mixed office paper		
02	Shredded Paper & Documents		
03	Newspaper		
04	Other paper/magazines/junk mail		
05	Glass bottles & jars		
06	Aluminum cans		
07	Steel cans/oil filters		
08	Plastic containers		
09	Heavy Iron		
10	Non-ferrous/other aluminum scrap		
11	Metal appliances & light iron		
12	Anti-freeze		
13	Batteries, lead-acid		
14	Scrap autos		
15	Tires		
16	Used motor oil		
17	Brush/tree parts		
18	Grass clippings		
19	Leaves		
20	Stumps		
21	Consumer electronics		
22	Concrete/asphalt/masonry/paving materials		
23	Food waste & cooking grease		
24	Misc recyclables* (list below)		
25	Other glass		
26	Other plastic		
27	Petroleum contaminated soil		
28	Process residue		
29	Textiles		
30	Wood scraps		
	Mixed materials. List by ID # any materials that are mixed together or comingled for recycling. Use separate sheet if needed.		

***Miscellaneous recyclable materials examples: fluorescent bulbs, ceramic, toner cartridges, waxed cardboard,**

MAIL OR FAX COMPLETED REPORT TO: Evesham Township Public Works, Debbie Pease, 984 Tuckerton Road, Marlton, NJ 08053, phone # 856-983-2798 x 11, fax # 856-988-1873, peased@evesham-nj.gov

Important Note

Each year, as required by **Municipal Recycling Ordinance #118** and the New Jersey Department of Environmental Protection (NJDEP) Recycling Regulations, NJAC 7:26A-10.3 (2009), all businesses and institutions, including multifamily housing owners or their agents, must report the weight in tons of materials collected for recycling from their premises. **Evesham Township** required by law to file an annual report that documents that tonnage with the NJDEP. To file this report, information is needed from all of the commercial and institutional establishments in town. This report also verifies that you are recycling and maintaining records of your recycling efforts as required by municipal ordinance **#118**.

Instructions for Completion of 2025 Recycling Tonnage Report

Section 1

Please type or print the name of your business or institution, its address and all contact information. Let us know what type of business or institution you are; for example, school, office, factory, restaurant, etc. **ONLY report tonnage for materials recycled from January 1, 2025, through December 31, 2025.**

Section 2

The list of materials, ID # 1 to # 30, includes mandated recyclables, as well as commonly recycled materials. Print the weight in tons of that material and the name of your recycling hauler or end market.

- If you do not know the weight in tons, you may list pounds, cubic yards, gallons, square yards for rugs, number of units for lead-acid batteries, tires, electronics, fluorescent lights. Be sure to print the unit of weight/measurement next to each item; for example, 7.5 tons, 25 gallons, 2 units.

To complete the "Company providing recycling services" column:

- List name of hauler / end market. If that company reports the tonnage numbers on your company's behalf, please indicate that. We will cross-check your report with the information that the recycling company provides.
- **If your landlord or a property management company is responsible for recycling #1 - #8, list the appropriate name and phone number. We will contact them for the tonnage numbers. Please check the other materials for other items you may recycle. If you "shred" documents, this would be listed in #2, Mixed Office Paper; I inserted a separate line this year. Restaurants may need to report "oil recycling" if they have a fryer.**
- Use a separate sheet of paper for multiple vendors.

Definitions of Material

PAPER

01 - **Corrugated** - Containers and similar paper items usually used to transport supplies, equipment parts or other merchandise.

02 - **Mixed Office and Computer Paper** - Any and all types of "office-type" paper including, but not limited to: computer paper, hi-grade white paper, typing paper, copier paper, onion-skin, tissue paper, notepad, envelopes, manila folders and colored paper, or any mix thereof. Includes shredded paper, if using a company for document shredding, they should be able to give you the tonnage of paper they have shredded for you annually.

03 - **Newspaper** - All paper marketed as newsprint or newspaper and containing at least 70% newsprint or newspaper (American Forest and Paper Association grades #6, #7 and #8 news).

04 - **Other Paper/Magazines/Junk Mail** - All paper, which is not defined, as corrugated, mixed office paper, computer paper or newspaper. Examples are as follows: magazine stock, telephone directories, wrapping paper, chip board, books and grocery bags. [papers coated with plastic, film or foil and paper contaminated with food should not be included]

CONTAINERS

05 - **Glass Containers** - All glass containers used for packaging food or beverages.

06 - **Aluminum Cans** - Food and beverage containers made entirely of aluminum.

07 - **Steel Cans** - Rigid containers made exclusively or primarily of steel or tin-plated steel and steel and aluminum cans used to store food, beverages, paint and a variety of other household and consumer products including motor oil filters.

08 - **Plastic Containers** - Containers such as polyethylene terephthalate (PETE - #1) soda bottles, high density poly ethylene (HDPE - #2) milk, water or detergent bottles, vinyl (V - #3), low density polyethylene (LDPE - #4) containers, or polyvinyl chloride (PVC - #5) bottles and rigid and foam polystyrene (PS - #6).

METAL

09 - **Heavy Iron** - All ferrous scrap, structural steel or cast iron components.

10 - **Non-ferrous and Other Aluminum Scrap** - All non-container aluminum, copper, zinc, brass and other metals, which generally do not rust.

11 - **White Goods and Light Iron** - All appliances such as washers, dryers, refrigerators, etc. as well as products made from sheet iron, such as shelving, file cabinets, metal desks, recycled or reconditioned steel drums and other non-structural ferrous scrap.

AUTO

12 - **Anti-freeze** - All automotive engine coolant consisting of a mixture of ethylene glycol and water or propylene glycol and water.

13 - **Batteries, Lead-Acid** - Batteries from automobiles, trucks, other vehicles and machinery and equipment. THIS DOES NOT INCLUDE CONSUMER BATTERIES. (See#21).

14 - **Scrap Autos** - Crushed or shredded automobile or truck bodies excluding auto shredder residue or "fluff".

15 - **Tires** - Rubber-based scrap automotive, truck or specialty (e.g. forklift) tires. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

16 - **Used Motor Oil** - Petroleum -based or synthetic oil which, through use, storage or handling, has become unsuitable for its original purpose due to the presence of impurities or loss of original properties. Used motor oil filters shall be reported as item 7, steel containers.

YARD MATERIAL / VEGITATIVE WASTE

17 - **Brush/Tree Parts** - Branches and woodchips generated from residential and institutional sources (e.g. storm damage and pruning activities).

18 - **Grass Clippings** - Grass clippings derived from the mowing of lawns or other grassy areas.

19 - **Leaves** - Leaves and other yard debris excluding grass and brush, from residential, institutional, commercial or industrial sources.

20 - **Stumps** - Unfinished wood from commercial land clearing activities. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

OTHER

21 - **Consumer Electronics** - A broad field of electronics that includes devices such as TVs, DVDs, VCRs, radios, hi-fi stereo, home theater, handheld and software-based games as well as Internet appliances.

22 - **Concrete/Asphalt and Masonry / Paving Materials including MILLINGS** - Asphalt or asphalt-based roofing shingles, concrete, brick, cinder block, ceramic materials stones, other masonry materials and paving materials. NOTE: This material must be recycled at a registered, exempted or pending "Class B" recycling facility (see Appendix B for a list of registered facilities).

23 - **Food Wastes & Cooking Grease** – Cooking oil, fryer grease, food plate wastes and food processing wastes. Food processing wastes include food processing waste, food processing residuals and animal processing wastes. If the material is transported and processed as animal feed, it should be identified as such. Materials generated in trimming and reject sorting operations from the processing of fruits and vegetables in canneries and similar industries, e.g. tomato skins, pepper cores, bean snips cranberry hulls, etc., should be classified as (28) process residue. (Note: This definition is used for Tonnage Grant purposes only, and does not reflect the definition as per the to-be-proposed solid waste and recycling regulations.)

24 - **Miscellaneous Recyclable Materials, Fluorescent Lights & Household Batteries** - Includes any other non-hazardous materials which would otherwise be classified as solid waste and is not otherwise defined in this section and documented as being recycled. Examples include household batteries, paint, fluorescent lights, toner cartridges, furniture, wallboard, padding and insulation. **Construction and Demolition debris must be separated into its various materials.** Any material labeled as C&D will be disallowed.

25 - **Other Glass** - All non-container glass such as plate glass, drinking glasses and automotive glass.

26 - **Other Plastic** - Low-density polyethylene (LDPE) film or bags, other film, plastic closures, durable goods and plastic pallets (provided they are recycled and not simply reused). Includes plastic from Verizon, PSEG, and most supermarkets.

27 - **Petroleum Contaminated Soil** - Non-hazardous soils containing petroleum hydrocarbons resulting from spills, leaks or leaking underground storage tanks used for gasoline or any other commercial fuel and which are recycled in accordance with the requirements of N.J.A.C. 7:26A-1.1 et seq. NOTE: This material can be recycled at "Class B" facilities (for example, authorized asphalt manufacturers).

28 - **Process Residue** – Includes ash recovered from any form of incinerator power plant and any other process residue (i.e. manufacturing scrap) which is non-hazardous and meets the definition of an ID-27 industrial waste. NOTE: Sludge is not included in this or any other definition.

29 - **Textiles** - Cloth materials such as wool, cotton, linen, nylon or polyester derived from carpet, clothing, linens or cloth diapers.

30 - **Wood Scraps** - Unfinished lumber. Included in this definition are wooden pallets. Utility Poles are **not** recyclable.

Township of Evesham

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, _____, as the legally authorized owner/officer/principal of _____ ("Firm"), acknowledge that the Township of Evesham requires all contractors or subcontractors that bid on appropriate public works construction contracts subject to Resolution 92-2020 must provide the Township with a Contractor Responsibility Certification at the time of bid submission.

I certify that the Firm submitted its bid to serve as Contractor / Subcontractor on the _____ (Contract/Project Name) construction project, _____ (Contract/Project No.) being undertaken by the Township of Evesham and enclose this Certification with said bid in compliance of Resolution 92-2020.

I further certify that the following facts concerning the Firm's past performance, work history, current qualifications and performance capabilities are true and accurate:

1. The Firm has all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including, but not limited to, licenses, registrations or certificates required to: a) do business in the state; and b) perform the contract work it seeks to perform. These shall include, but not be limited to licenses, registrations or certificates for any type of trade work or specialty work, which the firm proposes to self-perform.
2. The Firm has not been debarred by any federal, state or local government agency or authority in the past three (3) years.
3. The Firm has not defaulted on any project in the past three (3) years.
4. The Firm has not had any type of business, contracting or trade license, registration or other certification suspended or revoked in the past three (3) years.
5. The Firm has not been cited for a willful violation of federal or state safety laws in the past three (3) years.
6. Neither the Firm, nor its owners or other principals, have been convicted of any crime related to the contracting business by a final decision of a court or government agency in the past three (3) years.
7. The Firm participates in an Apprenticeship Program, for each separate trade or classification in which it employs craft employees, that is currently registered with the United States Department of Labor or a state apprenticeship agency approved by the United States Department of Labor for each craft or trade in which it apprentices. The Firm has provided proof of meeting this qualification standard by attaching to this Certification a true and correct copy of (i) its completed Public Works Contractor

Registration ("PWCR") Application Supplement (Supplement to LSSE-2 (5/1/19)) submitted to the New Jersey Department of Labor and Workforce Development ("NJLWD") on _____ (date) or equivalent documentation establishing its participation in a registered apprenticeship program approved by the United States Department of Labor (USDOL), and (ii) its PWCR Certificate of Registration from the NJLWD issued on _____ (date) and expiring on _____ (date). The Firm agrees that it will continue to participate in applicable apprenticeship programs for the full duration of the contract work. To demonstrate compliance with this section, the Firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in an Apprenticeship Program for each trade or classification listed.

8. The Firm provides a wage and benefit configuration to all craft employees that it employs on the project which is no less than required under the New Jersey Prevailing Wage Act and/or Davis Bacon Act.
9. The Firm employs only craft labor for the project who have completed at least the OSHA 10-hour training course for safety established by the U.S. Department of Labor, Occupational Safety & Health Administration.

I acknowledge and understand that the failure to submit this Certification executed by a principal, owner or legally authorized officer of the Firm at the time of the bid, or knowingly providing inaccurate, false or misleading information as part of this Contractor Responsibility Certification shall render the Firm's bid as non-responsive and will be rejected.

Signature

Firm

Print Name

Contract or Project Name

Title

Date

EXTRA DUTY POLICE SERVICES AGREEMENT (PRIVATE TRAFFIC CONTROL)

This agreement represents the terms by which the Township of Evesham will provide “extra duty” police services to an entity requesting such services.

This agreement is made this day of , between the Township of Evesham, hereinafter referred to as the Township and , hereinafter referred to as the contractor.

The contractor requests police services not normally provided by the Township, and which the Township is not obligated to provide. The services requested are consistent with duties normally associated with police work and are in conformance with the written directives and rules and regulations of the Evesham Police Department, the Code of the Township of Evesham, and all laws of the State of New Jersey and the United States of America.

Any individual or entity requesting extra duty police services for traffic control will be required to file a traffic plan with the Evesham Police Department prior to the commencement of work. Individuals/entities requesting traffic control in connection with roadway construction/maintenance will also be required to comply with the applicable section of the Code of the Township of Evesham regulating “Traffic Controls for Street and Highway Construction and Maintenance Operations.”

The Township of Evesham has contracted Extra Duty Solutions to administer the agency extra duty program, which includes client interaction, communicating, scheduling and invoicing of extra duty police services.

The Chief of Police maintains the exclusive right to terminate an extra duty assignment, job or contract if, in his opinion, it presents a conflict of interest, reflects unfavorably on the police department or the individual officer, or in any way conflicts with the rules and regulations, written directives of the police department or any other rules, laws or ordinances, or if the duties include any other than those normally associated with police work or if the duties requested pose a danger to any person including the officer.

In the event that an officer working an extra duty assignment feels that a requested task or assignment is inappropriate with respect to departmental guidelines, he will so inform the contractor and refrain from performing such duties. If there is a disagreement between the contractor and the officer, the duty police supervisor shall be summoned to make a determination. If the watch commander cannot resolve the matter, he shall order the suspension of the extra duty assignment until the chief of police can make a determination.

Police officers working extra duty assignments will carry equipment as normally required and consistent with the duties of the assignment. A marked police vehicle will be supplied as required.

All police officers of the Evesham Police Department are subject to recall and/or re-assignment by the department. In the event of an emergency, an officer working extra duty may be recalled to regular duty. The extra duty assignment in those situations may be left unmanned. The Township, the Police Department and the extra duty officer(s) shall not be responsible or liable for any harm that results from an officer being recalled to regular duty.

The Township, the Police Department or employees of the Township are not responsible for any injuries or damages that occur as a result of any extra duty employment or assignment.

All police officers engaged in extra duty employment are considered on duty and under the supervision of the chief of police, and as such, the officers are accountable to the police department. All police officers are bound by all rules and regulations, and written directives of the police department.

Officers will be assigned on a voluntary basis, conditioned on availability. The hourly rates and Township of Evesham administrative fees for extra duty police services are set forth in Chapter 72 of the Township Code.

The officer(s) will be paid a \$32.50 per officer, per job worked, prep fee to compensate them for picking up, preparing, transporting and refueling the police vehicle, as well as to pick-up police equipment required for their assignment. If a full shift is split by two officers, both officers will be paid the \$32.50 prep fee.

Officers often cancel personal plans or use vacation time to work extra duty details. Therefore, officers who work any part of a shift will be paid a minimum of one half a shift.

Cancellation of scheduled extra duty police services must be made at least (24) twenty-four hours prior to the scheduled start of the service, except that cancellation for reasons of inclement weather must be made at least four (4) hours prior to the start of the scheduled service. Contact Extra Duty Solutions at 856-861-3408 or email EveshamNJ@ExtraDutySolutions.com. Failure to provide such notice will result in the required half shift payment to the scheduled officers. This payment is required to compensate officers who take vacation time and cancel personal plans to work extra duty assignments.

Extra Duty Solutions will handle all payments for the services provided. The cost of such services shall include the hourly wage paid to the officers, plus administrative fees due to the township and Extra Duty Solutions. The contractor agrees to pay for the services within thirty (30) days if invoiced.

Extra Duty Services Requested

☒ **Traffic Control** - \$78.00 per hour per officer (includes Evesham Township administrative fee)
+\$32.50 officer prep fee, per officer, for each job worked, Officer Prep Fee
+8% administrative fee to Extra Duty Solutions

For Contractor: _____ Date: _____

Print and Sign, name and title of authorized representative

For Township of Evesham: _____ Date: _____

Sign name and title of authorized representative

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INFORMATION FOR BIDDERS

1.0 BID PREPARATION

1.01 EXAMINATION AND RESPONSIBILITY

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

1.02 CONDITION OF WORK

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

1.03 OBLIGATIONS OF BIDDERS

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

1.04 ADDENDA, BID SPECIFICATION CHALLENGES AND INTERPRETATIONS

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

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

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

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

1.05 QUALIFICATIONS OF BIDDERS

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

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

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

No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. If one or more such stock holder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

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

1.07 MANUFACTURED ARTICLES

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

1.08 BID SECURITY AND CONSENT OF SURETY

Each bid shall be accompanied by a Certified Check, Cashier's Check or Bid Bond duly executed by the bidder as principal, and having as surety thereon a Surety Company approved by the Owner, in an amount not less than ten percent (10%) of the amount bid but in no case in excess of \$20,000.00. Any such Bid Bond shall be without endorsement or conditions. Bid shall also be accompanied with a certificate letter from a surety company stating that it will provide the bidder with the requisite completion performance and payment bonds, i.e. a Consent of Surety.

Such bid guarantee will be returned to all bidders, except to the three apparent lowest responsible bidders, within ten days after the formal opening of bids, Sundays and holidays, excepted.

The bid guarantee will be returned to the remaining unsuccessful bidders within three days, Sundays and holidays excepted, after the Owner and the accepted bidder have executed the contract and the Owner has approved the Bidder's Performance Bond, or if no contract has been accepted within 60 days after the date of opening of bids, any bidder upon demand made after the expiration of said 60 day period, shall be entitled to the return of his bid guarantee, so long as he has not been notified by the Owner of the acceptance of his bid.

Any such bid guarantee shall be forfeited and become the property of the Owner if the bidder whose bid is accepted shall fail: to give a satisfactory performance bond and labor and material payment bond, or a combination performance and labor and material payment bond, and/or fails to execute a contract within ten (10) days after notice from the Owner to do so.

1.09 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

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

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

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

During the course of contract performance:

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

2.0 SUBMISSION OF BIDS

2.01 GENERAL

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

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

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

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

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

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

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

2.02 PRICE TO INCLUDE

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

2.03 REJECTION OF BIDS

The owner reserves the right to reject all bids, to reject any bid or bids not complying with the specifications, and to waive any informality in any bid or bids if such waiver be deemed by the Owner to be in the best interests of the Owner in accordance with the requirements contained in N.J.S.A. 40A:11-1 et seq. Each bidder is instructed to be present in person or by representative at the time and place fixed for the opening of bids and at every subsequent meeting of the Owner at which the bidder is advised, or it has been publicly announced at the time of bids, that said bids shall receive further consideration or shall be acted upon, if said bidder desires an opportunity to be heard.

2.04 AWARD OF BID

The award of the contract will be made, subject to necessary monies to do the work being provided by the Owner in accordance with the requirements contained in N.J.A.C. 5:30, Local Finance Board either by Resolution, Ordinance, or in other lawful manner. The contract to be executed by the successful bidder will provide that it shall not become effective until the necessary monies to do the work have been provided by the Owner, either by Resolution, Ordinance or another lawful manner.

In accordance with NJSA 34:11-56.25 et seq., New Jersey State Prevailing Wage Act and NJSA 52:32-44.1 no contract shall be awarded to any contractor, subcontractor, or to any firm, corporation or partnership in which such contractor or subcontractor has an interest, who is debarred from public works or contracting with a federal government agency.

3.0 CONTRACTS

3.01 DRAWINGS AND SPECIFICATIONS FURNISHED

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

3.02 PERFORMANCE, PAYMENT AND MAINTENANCE BONDS

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

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

In addition, for these public works project bids, including any and all alternates, that equals at least \$850,000.00 but not more than \$3.5 million, the surety company must hold a current certificate of authority issued by the U.S. Secretary of the Treasury that is valid in New Jersey as listed annually in the U. S. Treasury Circular 570. However, if the surety company has been operational for a period in excess of five years, the surety company shall also be considered to have satisfied this requirement if it is rated in one of the three highest categories by an independent nationally recognized United States rating company

that determines the financial stability of insurance companies. Such rating companies must meet standards promulgated by the N. J. Commissioner of Insurance N.J.A.C. 11:1-41.1 et seq.

In addition, for those public works project bids, including any and all alternates, is in excess of \$3.5 million, the surety company must hold a current certificate of authority issued by the United States Secretary of the Treasury that is valid in the State of New Jersey listed annually in U.S. Treasury Circular 570. And, if the surety company has been operational for a period in excess of five years, it must be rated in one of the three highest categories by an independent, nationally recognized United States rating company that determines the financial stability of insurance companies. Such ratings must meet standards promulgated in N.J.A.C. 11:1-41.1 et seq.

A surety company, which seeks to provide a payment and performance bond in excess of \$3.5 million, is exempt from the requirement of Treasury Circular 570 if it meets standards developed by the Commissioner of Insurance through regulations which, at least equal, and may exceed, the general criteria required for Treasury listing. These standards are found at N.J.A.C. 11:1-41.4.

3.03 LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal, State, County and municipal laws ordinances, regulations, etc. and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full including, but not limited to the "Occupational Safety and Health Act of 1970" P.L. 91-596, as amended.

3.04 PERMITS

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

3.05 CONTRACT DOCUMENTS

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

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

3.06 NOTICE TO PROCEED

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

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

4.0 AFFIRMATIVE ACTION AGAINST DISCRIMINATION

4.01 BIDDER REFERRED TO LAW

The bidder is specifically referred to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27 as amended and the Regulations adopted pursuant thereto, relating to affirmative action in relation to discrimination.

4.02 SPECIFIC LANGUAGE REQUIRED

In accordance with the Affirmative Action Regulations adopted pursuant to N.J.S.A. 10:5-31 et seq., and N.J.A.C. 17:27, the following is made a part of this Contract:

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, 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.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- c. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- e. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27- 7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in

accordance with N.J.A.C. 17:27- 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

4.03 CONTRACT PROCEDURES

The Contractor must sign a contract containing the mandatory language in Section 4.02 above entitled "Specific Language Required."

The construction contractors shall complete and submit an Initial Project Workforce Report Form AA-201 upon notification of award. Proper completion and submission of this Report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Dept. of LWD and to the Public Agency Compliance Officer.

The EEO/AA evidence must be submitted after notification of award, but prior to signing a construction contract. All Public Agencies must retain the affirmative action evidence in their files for review by the Division.

4.04 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. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities, in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made 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 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 or 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 Act 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 practical after a claim has been made against it, give written notice thereof to the contractor along with the full 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 contract. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this contract, 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 contract or otherwise at law.

CONTRACT FOR INDIAN SPRINGS CLUBHOUSE BALCONY

THIS AGREEMENT, between the Township of Evesham, a municipal corporation of the State of New Jersey, having its principal offices located at 984 Tuckerton Road, Marlton New Jersey 08053, hereinafter referred to as Owner and *(insert contractor name)*, having its principal place of business located at *(insert contractor address)* hereinafter referred to as "Contractor;"

WITNESSETH;

That for and in consideration of the sum of _____ and 00/100 (\$000,000.00), contractor agrees to furnish to the Owner, the labor, material, equipment and services in accordance with the contract documents hereinafter set forth.

That for and in consideration of the amount payable under this agreement by the Owner, the Contractor agrees, at its own proper cost and expense, and with due skill and diligence, that it will complete the Indian Springs Clubhouse Balcony project in accordance with the contract documents and in compliance with this agreement.

Contractor agrees to receive as full compensation the amount stated herein, namely \$000,000.00, for said services provided to the Owner. Contractor shall be responsible for all loss or damage arising out of the furnishing of the services aforesaid.

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

The Contract documents shall consist of the following:

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

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

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

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

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

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

administrators, successors and assigns, liable therefore, and hereby covenant and agree to make good the same to the Township. Upon Township determination that services provided by the contractor are unsatisfactory, said contract may be cancelled subject to thirty (30) days written notice being provided to the contractor;

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

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

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

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

IN WITNESS WHEREOF, they have executed this Agreement.

CONTRACTOR:

ATTEST:

BY _____

Print Name & Title

Print Name & Title (Seal)

Dated this ____ **day of** _____, **20**__.

TOWNSHIP OF EVESHAM:

ATTEST:

BY _____
(Seal)

Dated this ____ **day of** _____, **20**__.

CERTIFICATE OF INSURANCE

Name & Address of Insured

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

Remarks: Additional Insured: **REMINGTON & VERNICK ENGINEERS, TOWNSHIP OF EVESHAM and TOWNSHIP OF EVESHAM'S SOLICITOR**

It is understood and agreed that in the event of any material change in, cancellation of, or expiration of the above policy or policies the undersigned Insurance Company agrees to given a written notice to the Owner, at the above address thirty (30) days in advance of such change or cancellation.

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

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

Name of Agency

Signature of Authorized Representative of Insurance Company

Street Address

Address Date

City, State & Zip Code

Agency Telephone No.

TO: INSURANCE PRODUCER

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

A. Comprehensive General Liability (CGL)

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

Minimum Coverage

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

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

Contractual Insurance (Blanket Coverage)

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

INDEMNIFICATION

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

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

Minimum Coverage

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

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

and

Employer's Liability (minimum \$100,000)

D. Excess Liability

Commercial Umbrella Form - \$1,000,000.

E. Other Coverage(s)

As shown on reverse side.

THANK YOU

Important - Producer:

PLEASE CHECK THE AFFORDED BLOCK FOR EACH COVERAGE PROVIDED.

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

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

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GENERAL CONDITIONS

1.0 GENERAL

1.01 DEFINITIONS

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

Owner.....Township of Evesham
984 Tuckerton Road
Marlton, NJ 08053

EngineerRemington & Vernick Engineers
2059 Springdale Road
Cherry Hill, NJ 08003

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

DayCalendar day.

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

Substantial Completion The work will not reach Substantial Completion until all project systems included in the work are operational as designed and scheduled, all designated or required inspections, certifications, permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use and occupancy of the work are received, designated instruction of Owner's personnel has been completed, and all final finishes within the Contract are in place. Any remaining work shall be minor in nature, so that the Owner can occupy the building on that date and the completion of the remaining work by the Contractor would not materially interfere or hamper the Owner's (or those claiming by, through or under the Owner) normal operations. Contractor recognizes that normal operations require the use and occupancy of the work area without interruption and that any punchlist or corrective work shall be done at times when the work area is not so occupied. As a further condition of reaching Substantial Completion, the Contractor shall certify that all remaining work will be completed within thirty (30) consecutive calendar days or as so agreed upon following the date of Substantial Completion. Site related projects and/or projects including facilities with site improvements shall not reach Substantial Completion until such time as all site amenities (i.e. lighting, top paving, striping, fencing, stormwater compliance, etc..) are placed into service leaving only minor improvements that will not hamper access or use to complete the project."

Final CompletionAll warranties and guarantees required pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Owner as part of the final application for payment. The final Certificate for Payment will not be issued by the Engineer until all warranties and guarantees have been received and accepted by the Owner.

1.02 SPECIAL NOTICE

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

1.03 REPRESENTATION OF CONTRACTOR

The Contractor represents and warrants:

- (a) That he is financially solvent and that he is experienced in and competent to perform the type of work to furnish the labor, plant, materials and supplies or equipment to be so performed or furnished by him and
- (b) That he is familiar with all Federal, State, County, Municipal and Department Laws, Ordinances and Regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special Acts relating to the work or to the project of which it is a part, and
- (c) That he shall perform the Work in accordance with the Contract Documents and that the work done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any persons or damage any property, and
- (d) That he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.

1.04 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- (a) By execution of this Contract, Contractor represents and warrants that he has carefully examined the drawings, specifications, and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other items which may in any way affect the work or its performance.
- (b) Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 1.02, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
 - i. Conditions Precedent – Notice
 - (1) Notice of any alleged Conflicts that have been reasonably identified prior to submitting a Bid shall be provided to the Engineer immediately in order that the Engineer in its discretion, may issue an Addendum.

- (2) A Bidder's failure to report errors, omissions, inconsistencies in the Contract Documents that are either known, or should reasonably have been known, constitutes an absolute waiver of any Conflict that may thereafter be asserted with respect thereto, and shall bar any recovery regard such Conflict.
- (3) If any errors, inconsistencies or omissions appear in the drawings, specifications or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained from the Engineer during the Bidding Period, the Contractor shall within ten (10) days after receiving written "Notice of Award" notify the Engineer in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, Contractor and its Surety will indemnify Owner for the costs of any such errors, inconsistencies or omissions and the cost of rectifying same including attorney's fees. Interpretation of this procedure after the ten-day period will be made by the Engineer and his decision will be final. By Submission of a bid, the Contractor acknowledges that the Contract Documents are full and complete, are sufficient to have enabled it to determine the cost of the Work and that the Drawings, the Specifications and all addenda are sufficient to enable the Contractor to construct the Work outlined therein in accordance with applicable laws, statutes, ordinances, building codes and regulations, and otherwise to fulfill all of its obligations under the Contract Documents.
- (4) Contractor acknowledges, except as to any reported error, inconsistencies or omissions, and to concealed or unknown conditions defined in elsewhere, by executing the Agreement, the Contractor represents the following:
- a. The Contract Documents are sufficiently complete and detailed for the Contractor to perform the Work and comply with all requirements of the Contract Documents.
 - b. The Work required by the Contract Documents, including, without limitation, all construction details, construction means, methods, procedures, and techniques necessary to perform the Work, use of materials, selection of equipment, and requirements of products by manufacturers are consistent with;
 1. good and sound practices within the construction industry;
 2. generally prevailing and accepted industry standards applicable to Work;
 3. requirements of any warranties applicable to the Work; and
 4. all laws, ordinances, regulations, rules, and orders which bear upon the Contractor's performance of the Work
 - c. The Contractor has read, understands and accepts the Contract Documents and its bid was made in accordance with them.
 - d. The Contract Sum is based upon the products, materials, systems and equipment required by the Contract Documents without exception. Where the Contract Documents list one or more manufacturer or brand name products, materials, systems and equipment as acceptable, the Contract sum is, in each instance, based upon one of the listed manufacturers or brand name products, materials, systems, and equipment, or, if the contract Sum is based upon the substitution of an "or equal" manufacturer or product, material, system or equipment, the Contractor has in each such instance sought and received the Engineer's approval for the substitution either:
 1. prior to the Bid in accordance Engineer's Addenda;
 2. after commencement of the Work, under in conformance with substitution procedure elsewhere in the Contract Documents.
 - e. The Contract Sum is firm and all inclusive, and no escalation is contemplated for any reason whatsoever.
 1. The Contract Sum includes any and all costs associated with completion by those dates and times, including any and all costs associated with out-of-sequence work, come-back work, stand-by work, stacking of trades,

coordination with the schedules and work of separate Contractors, allowing sufficient time, work and storage areas, and site access for separate Contractors to timely progress and complete their work, overtime, expediting and acceleration that may be required to complete the work by those dates and times.

2. The Contractor has reviewed the completion dates and times, and Milestone Dates set forth in the Contract Documents, agrees that such dates and times are reasonable and commits to achieve them.

f. The Contractor shall satisfy itself as to the accuracy of all dimensions and locations. In all cases of interconnection of its work with existing or other work, it shall verify at the site, all dimensions relating to such existing or other work. Any errors due to the Contractor's failure to verify all such locations or dimensions shall be promptly rectified by the Contractor without any additional cost to the Owner.

- i. If the Contractor requires clarification of the intent of the Contract Documents after award, the Contractor shall be responsible to issue a type written request for information (RFI) to the Engineer utilizing the Engineer's sample form via acceptable methods set forth in Article 4.2.
- ii. All RFI's shall clearly identify the Engineer's project number, the construction company's name, author's name, date issued, address, phone numbers, facsimile number and the addressee of the communication.

1.05 SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not assign, sell or transfer or otherwise dispose of the contract or any portion thereof or of the work provided therein or his right, title or interest therein, to any persons, firm or corporation, without prior written consent of the Owner. If Contractor attempts to make such an assignment without consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

1.06 CONSTRUING THE SPECIFICATIONS

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

1.07 NECESSARY TO COMPLETE

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

1.08 DRAWINGS AND SPECIFICATIONS

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

The general arrangement and location of equipment, the various pipe, duct, and conduit runs, etc. are shown on the drawings. All dimensions or the scales of the drawings shall be considered as approximate and shall be checked by each bidder to his own satisfaction prior to bid. The exact location of all parts of the work shall be

governed by existing conditions, and the Contractor shall coordinate and locate all work at the time of installation. Any changes in location, etc. from that shown on the drawings, necessary by existing conditions, shall be made by the Contractor at no increase of the contract sum.

1.09 RIGHT-OF-WAY

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

1.10 TIME LIMITS

The Contractor agrees to start the work herein contracted for within ten (10) days from the date of the Engineer's Notice To Proceed to the Contractor directing him to proceed with the work. The time to complete the work contracted for, from the date of the Proceed Order, shall be limited to the following:

Ninety (90) Calendar Days

No extension of time will be allowed for delay from any cause whatsoever, including normal weather conditions unless the Contractor shall have notified the Engineer in writing of such delay and his intention to claim an extension of time within two (2) days after the beginning of such delay. Such notice shall give complete information concerning the nature, extent and cause of the delay. If, in the sole discretion of the Owner, an extension of time is warranted the Owner or Owner's representative, will issue a written extension, setting a new time limit for the completion of the work. Additionally, should the Owner grant the Contractor an extension of Contract time, the Contractor shall not be due any compensation for the extended contract time unless specifically indicated in writing at the time of the extension. Failure of Owner or Owner's Representative to expressly respond to a reservation of rights letter from Contractor reserving a right to additional compensation shall in no way be deemed an admission that Contractor is entitled to additional fees. Any costs associated with increased contract time due to approved change order work must be specifically identified included in the change order at the time of submission.

- (a) Where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula: Average rainfall (or snow or low temperature) for the past five years for the month in question, plus 10 percent. Weather shall not be deemed to be unusually severe unless it is more than 10 percent more severe for that month over the last five years.
- (b) If, contrary to the foregoing provision, the contractor commences a direct action against the Owner or Engineer seeking to recover delay costs and fails to substantially prevail in its claim that the Owner was the cause of the alleged delay, the Contractor shall reimburse the Owner, and the Engineer as the case may be for any attorneys' fees, professional fees and all other costs and expenses incurred by them associated with analyzing, defending or otherwise opposing any such action.

1.11 LIQUIDATED DAMAGES

In case the Contractor fails to complete the work contracted for, satisfactory to and acceptable to the Owner within the stipulated time limit, or violates any terms or conditions of said contract or the terms and conditions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), then the Contractor shall and will pay to the Owner for each and every calendar day determined to be in default, the following sums, which are agreed upon, fixed and determined by the parties hereto to be liquidated damages. Liquidated damages shall not be assessed beyond substantial completion.

One (1) to Fifteen (15) Days beyond Contract Time Limits

Five Hundred (\$500.00) dollars per calendar day.

Sixteen (16) to Thirty (30) Days beyond Contract Time Limits

One Thousand (\$1,000.00) dollars per calendar day.

Greater than Thirty (30) Days beyond Contract Time Limits

Two Thousand (\$2,000.00) dollars per calendar day

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

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

1.12 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

- (a) The Contractor has violated the provisions of N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), or any other Federal, State or Local law, or
- (b) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors, or
- (c) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or
- (d) The Contractor shall refuse or fail, after notice or warning from the Engineer, to supply enough properly skilled workmen or proper materials, or
- (e) The Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will ensure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period, or
- (f) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or
- (g) The Contractor shall fail or refuse to regard laws, ordinances or regulations or otherwise to be guilty of a violation of any provisions of the contract or the Scope of Work therein, then and in such event, the Owner, without prejudice or any rights or remedy it may have, may give seven (7) days notice to the Contractor to terminate the employment of the Contractor and his right to proceed, either as to the entire work or at the option of the Owner as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by the Contractor or otherwise, as the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work, including compensation for additional managerial, administrative and inspection services and any damages for delay, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such expenses. If the right of the Contractor to proceed with the work is terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, drawings, and equipment, as may be on the site of the work and

necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor shall continue the work.

- (h) When the Owner terminates the Contract for one of the reasons stated in Section 1.11 above, the Contractor shall not be entitled to receive further payment until the Work is finished.
- (i) If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive termination of the Contract. If the costs of finishing the Work, including compensation for the services of any consultants and the Engineer's services and expenses made necessary thereby, and the other costs and expenses identified hereinafter, exceed the unpaid balance of the Contract Sum, the contractor and its Surety shall pay the difference to the Owner upon demand. The costs of finishing the Work include, without limitation, all reasonable attorney's fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential costs, including, without limitation, Liquidated Damages for untimely completion as specified in the Contract Documents, incurred by the Owner by reason of, or arising from, or relating to the termination of the Contractor as stated herein.
- (j) The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause
- (k) Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - i. cease operations as directed by the Owner in the notice;
 - ii. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - iii. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
 - iv. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, but such costs will not include overhead and profit on the Work not executed. In case of such termination for the Owner's convenience, the Contractor shall be entitled to Owner payment for Work performed as of the date of termination in accordance with the contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers, turn over all plans, documents and files of whatsoever nature required by the Owner, and take all such steps, including the legal assignment of its contractual rights, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor. The Contractor warrants that it will enter into no subcontracts or other agreements that would adversely impact the Owner's rights or increase the Owner's obligations under this paragraph. In no event shall the Owner be liable to the Contractor for lost or anticipated profits or consequential damages, or for any amount in excess of the compensation due to the Contractor in accord with the Contract Documents for the Work performed as of the date of termination. The warranty and indemnity obligations of the Contractor and Surety shall survive and continue, notwithstanding any termination pursuant to this paragraph, with respect to the Work performed as of the date of termination.
 - v. If the Owner wrongfully terminates the Contract for Construction for cause, the termination shall be deemed to have been one for convenience under this Section 1.11 (j-k), and the Contractor shall receive from the Owner only the compensation to which the Contractor is entitled under Subsection 1.11 (k) iv.

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 Subcontractor, the Contractor may, upon twenty (20) days notice to the Owner, discontinue his performance of the work and/or terminate the contract, in which event the liability of the Owner to the Contractor shall be determined as provided in the paragraphs immediately preceding, except that the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid by the Contractor hereunder.

1.13 REFERENCE TO THE STANDARD SPECIFICATIONS

- (a) All applicable portions of the work performed under this contract shall comply with the requirements of the current New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, as amended or supplemented and whose specifications are made part of these specifications. The New Jersey Department of Transportation Standard Construction Details shall govern except insofar as same are expressly modified, amended or changed in detail drawings prepared specifically for this particular project.
- (b) The Standard Specifications are made part of these specifications by this reference as if were set forth in full. It is the responsibility of the prospective bidder to be familiar with these Standard Specifications. The Contractor is required to follow only the electronic version, effective September 1, 2019, as referenced in Baseline Document Change announcement BDC19S-01 of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction, 2019, unless modified in the technical specifications of this contract. Copies may be examined in the Engineer's office or may be obtained from the New Jersey Department of Transportation.

2.0 INSURANCE

2.01 STATE LAW AND REGULATIONS AND INSURANCE

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

2.02 CONTRACTOR'S INSURANCE

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

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

The Contractor shall furnish the Owner with proof of insurance by execution of the Certificate of Insurance, of which a copy is included herein. The Owner, Remington & Vernick Engineers and the Solicitor shall be a named additional insured.

The Certificate of Insurance shall give the Owner and Engineer 30 days written notice of any material change in, cancellation of, or expiration of the policies.

The following types of insurance are required:

- a. General Liability \$1,000,000 Each Occurrence/\$2,000,000 Aggregate
- b. Automobile Liability \$1,000,000 Each Occurrence/\$1,000,000 Each Person
- c. Excess Liability \$4,000,000 Each Occurrence/\$4,000,000 Aggregate (minimum)
- d. Worker's Compensation and Employer's Liability Applicable Federal, State, Employers Liability; \$1,000,000 Each Accident, \$1,000,000 Disease - Each Employee, \$1,000,000 Disease - Policy Limit

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

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

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

2.03 SUIT OR CLAIMS

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

2.04 INDEMNIFICATION

- a. Contractor shall fully and completely indemnify and save harmless the Owner from damages or injury to persons or property resulting from the performance of the work, or through negligence to the contract, or through the use of any improper or defective machinery implements or appliances or through any act of omission of the Contractor, or his agents, or his employees.
- b. To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 2.04.
 - i. Contractor, for itself, its successors and assigns, agrees to indemnify and save Owner, the individual members (past, present and future), its successors, assigns, employees, agent, Architects, Engineers, harmless from, and against any and all claims, demands, damages,

actions or causes of action by any party, together with any and all losses, costs or expenses in connection therewith or related thereto, including, but not limited to, attorney fees and costs of suit, for bodily injuries, death or property damage arising in or in any manner growing out of the work performed, or to be performed under this Contract. Contractor and its successors and assigns agree to indemnify the Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architects, and Engineers against all fines, penalties or losses incurred for, including, but not limited to, attorney fees and costs of suit, or by reason of the violation by Contractor in the performance of this Contract, or any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Without limiting the foregoing, the Contractor, at the request of Owner, its individual members (past and present), its successors, assigns, employees, agents, Architects, or Engineers, agrees to defend at the Contractor's expense any suit or proceeding brought against Owner, its individual members (past, present and future), its successors, assigns, employees, agents, Architect, Engineers due to, or arising out of the work performed by the Contractor.

- ii. The Contractor assumes the entire risk, responsibility, and liability for any and all damage or injury of every kind and nature whatsoever (including death resulting therefrom) to all persons, whether employees of the Contractor or otherwise, and to all property (including the Work itself) caused by, resulting from, arising out of or occurring in connection with the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by the Change Order or otherwise. To the fullest extent permitted by law, the Contractor and its Surety shall indemnify and save harmless the Owner, the , the Engineer, the Engineer's consultants, and agents and employees of any of them (herein collectively called the Indemnitees) from and against any and all liability, loss, damages, interest, judgments, and liens growing out of, and any and all costs and expenses (including, but not limited to, counsel fees and disbursements) arising out of, relating to or incurred in connection with the Work including, any and all claims, demands, suits, actions, or proceedings which may be made or brought against any of the Indemnitees for or in relation to any breach of the Contract for Construction or any violation of the laws, statutes, ordinances, rules, regulations, or executive orders relating to or in any way affecting the performance or breach of the Contract for Construction, whether or not such injuries to persons or damages to property are due or claimed to be due, in whole or in part, to any negligence of the Contractor or its employees, agents, subcontractors, or materialmen, excepting only such injuries and/or damages as are the result of the sole gross negligence of the Owner, or Engineer.
- c. In claims against any person or entity indemnified under this Section 2.04 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 2.04 (a) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.0 CONDUCT OF THE WORK

3.01 ROLE OF THE ENGINEER

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

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

3.02 SURVEYS

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

3.03 PRESERVATION OF STAKES

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

3.04 USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the administration of Owner's affairs.
- (c) To place upon the work any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To frequently clean up all refuse, scrap material and debris caused by his operations and at all times the site of the work shall present a neat, orderly condition.
- (e) Before final payment Contractor will be responsible to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat orderly condition.
- (f) To affect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Engineer, not to cut or otherwise alter the work.

3.05 INJURY TO EXISTING STRUCTURES

The Contractor shall be responsible for all injury to existing structures caused in whole or in part by the work, including the delivery to the site of the proposed improvements of materials and supplies. In case of accident to existing structures related to the performance of the work, the Contractor will be required to immediately notify the proper authorities and as soon as possible thereafter also notify the Engineer.

3.06 CORRECTION OF WORK

(a) BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and

whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

(b) AFTER SUBSTANTIAL COMPLETION

In addition to the Contractor's obligations under Section 1.03, if within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Engineer, the Owner may correct it in accordance with Section 2.4. The Contractor shall bear all costs of correcting any and all Work not complying with this warranty, and the Contractor and its Surety shall indemnify the Owner for all costs, expenses, losses, and/or damages incurred by the Owner, including attorneys' fees, additional testing and inspections and compensation for the services and expenses of the Engineer made necessary thereby. This warranty is in addition to any other warranty or remedy provided elsewhere in the Contract Documents and shall survive the expiration of any such other warranty, acceptance of a final payment for the Work, and the termination of the Contract for Construction.

- (c) The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- (d) The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 3.06
- (e) The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- (f) The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- (g) Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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

payment in the case of any Owner other than a municipal corporation, quasi municipal corporation, municipal board, municipal commission or other municipal authority.

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

3.07 PUBLIC UTILITIES

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

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

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

Separate payments will not be made for the following:

1. Coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities as specified hereinbefore.
2. Damages for delay caused by conflicts with utilities outside the jurisdiction of the Owner (ex: gas mains, telephone or electric lines, county storm sewer, water mains, etc.).

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

3.08 PROTECTION OF WORK AND PROPERTY

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

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

3.09 CONTRACTOR TO ACT IN AN EMERGENCY

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

3.10 EXTRA WORK

The Contractor further agrees that the Engineer may make such alterations as he may see fit in the form, dimensions, plans for materials of the work, materials and supplies bid upon or any part thereof, either before or after work. If such alterations diminish the quantity of the equipment, materials and supplies to be furnished and delivered to the site or work to be executed, they shall not constitute a claim for damages for anticipated profits

on the work that may be dispensed with. If the extra work, change or alteration increases the amount of work to be performed or equipment, they shall be paid for at the price bid. If prices for such extra work are not included in the lump sum prices or unit prices bid, the Contractor hereby agrees to furnish the necessary materials and perform such labor as extra work, and agrees to accept in full payment therefore a price which shall be fixed by the Engineer previous to its commencement. The basis of such price will be the estimated actual cost of materials, labor, equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost breakdown for proposed extra work for review by the Engineer. The Owner and/or Engineer has the sole authority to unilaterally direct extra work to be performed on a force account basis. The basis of payment for force account work shall be the actual cost of the materials, labor and equipment, and a maximum 10% overhead plus a maximum 10% profit. Contractor shall furnish a detailed cost estimate of the extra work to be paid by force account previous to its commencement. Contractor shall submit daily or shift reports for actual force account costs. Payment for markup on subcontracted work shall be at a maximum rate of 5% of the total amount for all costs on the subcontracted work, for both fixed price and force account extra work. Change Orders and Open End Contracts will be in accordance with N.J.A.C. 5:30-11 et seq.

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

3.11 DISPUTE RESOLUTION

For construction contracts, the Owner and Contractor agree that in the event of a dispute arising under this contract, it shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a Court for adjudication. Nothing in this section shall prevent the contracting unit from seeking injunctive or declaratory relief in court at any time. The alternative dispute resolution practices shall not apply to disputes concerning the bid solicitation or award process, or to the formation of contracts or subcontracts to be entered to pursuant to N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law).

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

During any dispute the Contractor shall diligently proceed with completing the contract unless otherwise directed, in writing, by the Owner or Engineer.

4.0 CONTRACTOR'S PERSONNEL

4.01 PERSONAL ATTENTION

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

4.02 CONTRACTOR'S SUPERINTENDENT

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

4.03 LABOR LAWS

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

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor entitled, "Prevailing Wage Rate Determination" is on file in the Engineer's office and is included herein. Pursuant to N.J.S.A. 34:11-56.25 et seq. – New Jersey Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate.

In accordance with N.J.A.C. 12:60-9.1, if the Contractor who makes the lowest bid for the contract is 10% or more under the amount of the next lowest bid, they must, prior to the award, certify to the Owner via the "Lowest Bidder Prevailing Wage Certification" that the prevailing wage rates required by the Prevailing Wage Act shall be paid in performing the work under the contract. If the Contractor does not provide the Certification required prior to the award of the contract, the Owner shall award the contract to the next lowest responsible and responsive bidder.

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

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

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

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

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

4.04 CONTRACTOR'S EMPLOYEES

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

4.05 EIGHT HOUR DAY: PREVAILING WAGE RATE

All mechanics, workers, laborers, employed or engaged in the work hereunder shall work no more than eight (8) hours in any one day. In case of necessity for the protection of property or human life, mechanics, workmen and laborers may be employed for longer periods than eight hours per calendar day, if paid extra compensation on the basis of eight hours, constituting a days work, in accordance with the Prevailing Wage Act, N.J.S.A. 34:11-56-25 et seq., and all State and Federal laws.

4.06 PAYMENT OF EMPLOYEES

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

4.07 SAFETY AND HEALTH REGULATIONS

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

4.08 ACCIDENT PREVENTION

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

5.0 MATERIALS

5.01 CONTRACTOR'S TITLE TO MATERIALS

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

5.02 ROYALTIES AND PAYMENTS

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

5.03 USE OF DOMESTIC MATERIAL

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

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

5.04 ORDERING MATERIALS

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

5.05 SAMPLES

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

5.06 SHOP OR SETTING DRAWINGS

- (a) The Contractor shall submit promptly eight copies, of which two will be returned to the contractor, of each shop or setting drawings prepared in accordance with the schedule predetermined under the provisions of the preceding paragraph hereof with the Contractor's approval stamp and date thereon. After examination of such drawings by the Engineer, and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight corrected copies. If requested by the Engineer, the Contractor must furnish additional copies, regardless of corrections made in or approval given to such drawings by the Engineer. The Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications unless he notified the Engineer in writing of any deviations, at the time he furnished such drawings. Shop drawing requirements as detailed within the technical specifications and scope of work shall govern should they be in conflict with the General Conditions.
- (b) The Contractor shall likewise submit, in writing, the type, kind and name of the manufacturer of all materials to be used in the work for the written approval of the Engineer prior to the installation of same.
- (c) Any equipment or materials installed without this written approval of the Engineer will be required to be removed by the Contractor at his own expense and replaced with equipment and materials as approved.

5.07 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

5.08 OR EQUAL CLAUSES

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

When a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim.

Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.

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

Whenever the drawings, specifications or other contract documents or the direction of the Owner or its authorized agent admit of doubt as to what is permissible, and/or fail to note the quality of any work, that interpretation will be made by the Engineer which is in accordance with approved modern practice to meet the particular requirement of the contract.

In all cases, new materials shall be used unless this provision is waived by notice from the Engineer.

5.09 SUBSTITUTIONS

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

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

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

5.10 MATERIAL SAFETY DATA

In accordance with the requirements of N.J.S.A. 34:5A-1 et seq., “Workers and Community Right to Know Act”, the State Department of Health has adopted a Workplace Hazardous Substance List (N.J.A.C. 8:59-9) which includes substances that pose a threat to the health and safety of employees. Therefore, under the provisions of N.J.A.C. 8:59-7, the contractor must furnish the Owner a “Material Safety Data Sheet” for each product which is supplied to the Owner which contains a substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9). The Owner reserves the right to request a copy of the applicable Material Safety Data Sheet be forwarded with the delivery of each product. Furthermore, under the provisions of N.J.A.C. 8:59-5, each product shall have a label affixed or stenciled onto any container that contains any substance listed on the Hazardous Substance List (N.J.A.C. 8:59-9).

6.0 INSPECTION AND TESTING

6.01 INSPECTION

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

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

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

Contractor shall notify Engineer at least forty-eight (48) hours in advance to any work on Saturdays. There will be no work permitted on Sundays or holidays. If the project receives inspection by the Engineer, the normal working hours for the Engineers inspector are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Any overtime inspection costs for the Engineers inspector which are avoidable shall be reimbursed by the Contractor.

Should the contractor have an emergency or need to cancel scheduled work, notification of the cancelled work must be received by the Engineer’s inspector no later than 6:00 am the morning of the cancellation. Failure of the contractor to provide the required notification will require the contractor to pay for eight (8) hours of inspection at the rate of the Engineer’s local inspector. The costs for cancellation of inspection without the required notification will be deducted from the contractor’s payment application.

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

6.02 DAILY REPORTS

On a daily basis, the Contractor shall have his Authorized Representative complete, sign and present the Engineer with a Certificate of Site Safety Conditions, attached hereto as Form GC-6.02S.

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

6.03 INSPECTORS

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

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

6.04 ACCESS TO THE WORK

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

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

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

6.05 COVERING UNINSPECTED WORK

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

6.06 TESTING MATERIALS

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

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

7.0 PAYMENTS

7.01 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

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

Approval of the progress schedule by the Engineer does not modify the Contract or constitute Acceptance of the feasibility of the Contractor's logic, activity durations, or assumptions used in creating the schedule. If the schedule reflects a completion date different than that defined by the date of Notice to Proceed and Contract Time, this does not change the specified completion date. If the Engineer approves a schedule that reflects a completion date earlier than that specified as the Contract Time, the Owner will not accept claims for additional Contract Time or compensation as the result of failure to complete the Work by the earlier date shown on the progress schedule. Float is the amount of time that an activity may be delayed from its early start without delaying Completion. Float belongs to the Project and is not for the exclusive use of the Contractor or the Owner.

7.02 PAYMENTS

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

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

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

The Owner shall pay the amount due to the prime contractor for each periodic payment, final payment or retainage monies not more than 30 calendar days after the billing date, except as provided herein, which for periodic billing shall be established at the pre-construction meeting and memorialized in the minutes of the pre-construction meeting. The billing shall be deemed approved and certified 20 days after the Owner or Owner's Representative receives it, as indicated by the date stamped received on the billing by the Owner or Owner's Representative, except as provided herein, unless the Owner or Owner's Representative provides, before the end of the 20 day period, a written statement of the amount withheld and the reason for withholding payment. The Owner is a public or governmental agency that requires the governing body to vote on authorizations for each periodic payment, final payment or retainage monies, the amount due may be approved and certified at the next scheduled public meeting of the Owner's governing body, and paid during the Owner's subsequent payment cycle.

7.03 RETAINAGE

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

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

1. Agree to the withholding of payments in the manner prescribed in the contract, or may deposit with the contracting unit registered book bonds, entry municipal bonds, State bonds or other appropriate bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to the amount necessary to satisfy the amount that otherwise would be withheld pursuant to the terms of the contract. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the contracting unit. For the purposes of this section, "value" shall mean par value or current market value, whichever is lower.
2. Such agreement will be indicated by signing of estimate or payment certificates unless written communication to the contrary is made to the Owner and Engineer, or

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited, and any interest accruing on such bonds or notes, shall be returned to the contractor upon fulfillment of the terms of the contract relating to such withholding. Any interest accruing on such cash withholdings shall be credited to the Owner.

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

1. From the total amounts due as ascertained through a current Engineer's estimate will be deducted an amount equivalent to two percent (2%) of the amount due on each partial payment shall be withheld by the Owner pending completion of the contract.
2. Upon acceptance of the work performed pursuant to the contract for which the contractor has agreed to the withholding of payments pursuant to this section, all amounts being withheld by the Owner shall be released and paid in full to the contractor as required by law after final acceptance by the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been completed as indicated.

7.04 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as the Contractor's release of the Owner from all claims and all liability to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with the work and for every act and neglect of the Owner, or Owners designee and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the contract documents, and/or arising out of performance of the work, and/or arising out of the obligations undertaken by the surety under performance, payment and/or maintenance bonds.

- (a) Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions precedent to the Contractor's being entitled to final payment have been fulfilled.
- (b) Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- (c) If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
 - i. If more than one inspection for Final Completion is required, the Contractor will be billed and responsible for the professional fees and services of the Engineer.
 - ii. Following Substantial Completion, in the event the Contractor or its subcontractor fails to complete the list of items of the Work instructed by the Engineer to be corrected or completed within fourteen (14) days after the date of receipt of Certificate of Substantial Completion, the Owner may:

1. exercise any available remedies to correct or complete deficient work or retain a third party to correct or complete such work at the cost of the defaulting contractor; and
 2. retain and deduct from any payments or retention otherwise due to the defaulting contractor any fees and expenses for services required to be provided by the Engineer more than twenty-one (21) days after the Date of Substantial Completion.
- (d) The making of final payment shall constitute a waiver of Claims by the Owner except those arising from
- i. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - ii. failure of the Work to comply with the requirements of the Contract Documents; or
 - iii. terms of special warranties required by the Contract Documents.
- (e) Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENTS

Owner may withhold from the Contractor as much of any approved payments due him, as may, in the judgment of the Owner, be necessary, to

- (a) Secure the payment of just claims then due and unpaid by any persons supplying labor or materials for the work.
- (b) Protect the Owner from loss due to defective work not remedied, or
- (c) Protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, Subcontractors or others caused by the act or neglect of the Contractor or any of his Subcontractors that the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the amount of the Contractor.
- (d) Protect the Owner from enforcement action by others or from being in non-compliance with laws or regulations due to the failure of the Contractor to supply the Engineer and or Owner with Monthly Manning Reports, Certified Payroll Reports or other submittals required by the Engineer or Owner.

7.06 COSTS OF ENGINEERING AND INSPECTION

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

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

7.07 LIENS

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

7.08 PREVAILING WAGE PAYMENT CERTIFICATE

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

7.09 CERTIFIED PAYROLL REPORTS

The Contractor shall submit original certified payroll reports within 10 days of the payment of wages to the Owner with a copy to the Owners designee, in compliance with N.J.A.C. 12:60.

8.0 VALUE ENGINEERING CONSTRUCTION CHANGE ORDERS

8.01 IMPLEMENTATION OF VALUE ENGINEERING

In accordance with N.J.S.A. 40A:11-16.6 a contractor may submit a Value Engineering Construction Proposal (VECP) after the award of a contract for a project for structures or other improvements to real property, other than work affecting a public building, that exceed \$5,000,000. This includes most public works projects, such as utility and environmental systems, road construction and repair, etc., but not building construction, improvements, or renovation. A VECP is a cost reduction proposal based on analysis by a contractor of the functions, systems, equipment, facilities, services, supplies, means and methods of construction, and any other item needed for the completion of the contract consistent with the required performance, quality, reliability, and safety.

8.02 STATUTORY PROVISIONS

- a. Value engineering construction change orders shall not be used to impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. The contractor shall submit a value engineering construction proposal that completely describes the changes to the original specifications or proposal, impact on other project components, advantages and disadvantages of the proposed change, cost estimates and calculations on which they are based, any impact on the contract time schedule, and any other relevant information that the contracting unit may require in order to review the value engineering construction proposal. The contractor's cost for developing the value engineering construction proposal shall not be eligible for reimbursement by the contracting unit.
- c. The contractor shall be liable for all reasonable costs incurred by the contracting unit for the technical evaluation and engineering review of a value engineering construction proposal presented by the contractor.
- d. The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- e. The proposal shall not be approved unless the engineer reports to the governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- f. The contracting unit shall have the sole discretion to approve or disapprove a value engineering construction proposal.
- g. The contractor and the contracting unit shall equally share in the cost savings generated on the contract as a result of an approved value engineering construction change order. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor.
- h. The contractor shall have no claim against the contracting unit as a result of the contracting unit's disapproval of a value engineering construction proposal.

8.03 PROCEDURES

An initial submission is required to use the Value Engineering process. The initial proposal shall outline the general technical concepts associated with the proposal and the estimated savings that will result.

The initial proposal will be reviewed by the Owner and, if found to be conceptually acceptable, approval to submit a final proposal will be granted by the Owner. A finding of conceptual acceptability of the initial proposal in no way obligates the Owner to approve the final proposal. The Contractor shall have no claim against the Owner as a result of the rejection of any such final proposal.

Final proposals will be considered only after Owner approval of the initial proposal.. Final proposals will not be considered if submitted after 50 percent completion of the Work has occurred, based on monthly estimates amounting to more than 50 percent of the total Contract price (subject to any approved adjustments), unless the remaining Contract Time is one year or more.

Proposals will not be considered that change the following:

- a. The type, thickness, or joint designs of a concrete, or HMA surface, intermediate, or base course.
- b. The types and thicknesses of the unbound materials underlying a concrete, or HMA surface, intermediate, or base course.
- c. The basic design of bridges, defined as the type of superstructure and substructure, span length type and thickness of deck, type of beam and arrangement, geometrics, width, and underclearance.
- d. The basic design of retaining walls.
- e. The basic design of overhead sign supports and breakaway sign supports.
- f. The type of noise barriers.
- g. Special architectural aesthetic treatments of structures.

All proposals for changes to bridges and structures shall conform to the current AASHTO Standard Specifications for Highway Bridges as modified by the NJDOT Design Manual for Bridges and Structures.

As a minimum, the following materials and information shall be submitted with each final proposal plus any additional information requested by the Owner:

- a. A statement that the final proposal is submitted as a Value Engineering proposal.

- b. A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of safety, service life, economy of operations, stage construction, ease of maintenance, and desired appearance.
- c. Complete plans, specifications, and calculations showing the proposed revisions relative to the original Contract features and requirements. If the proposal is approved, the Contractor shall submit drawings, in ink, on polyester film such as Mylar or Herculene, 4 mils thick, matted on both sides except as follows:
 - (1) Structural drawings may be submitted in pencil.
 - (2) Electrical drawings may be matted on one side and may be submitted in pencil.
 - (3) Cross-section sheets may be 3 mils thick and may be matted on one side.All plans and engineering calculations shall bear the signature of a Professional Engineer licensed to practice in the State.
- d. A complete cost analysis indicating the final estimated costs and quantities to be replaced by the proposal, the new costs and quantities generated by the final proposal, and the cost effects of the proposed changes on operational, maintenance, and other considerations.
- e. A specific date by which a Change Order adopting the final proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the Owner ample time, usually a minimum of 45 days, for review and processing a Change Order. Should the Owner find that insufficient time is available for review and processing, it may reject the final proposal solely on such basis.
- f. A statement as to the effect the final proposal has on the Contract Time.
- g. A description of any previous use or testing of the final proposal on another Owner project or elsewhere and the conditions and results therewith. If the final proposal was previously submitted on another Owner project, indicate the date, the project, and the action taken by the Owner.
- h. The proposal shall not be experimental in nature but shall have been proven to the Owner's satisfaction under similar or acceptable conditions on another Owner project or at another location acceptable to the Owner.

Proposals will be considered only after Award of Contract and only when all of the following conditions are met:

- a. The Contractor is cautioned not to base any bid prices on the anticipated approval of a proposal and to recognize that such proposal may be rejected. In the event of rejection, the Contractor is required to complete the Contract according to the original Plans and Specifications and the prices initially bid and accepted by the Governing Body.
- b. All proposals, approved or not approved by the Owner for use in the Contract, apply only to the ongoing Contract or Contracts referenced in the proposal. The proposals shall become the property of the Owner and shall contain no restrictions imposed by the Contractor on their use or disclosure. The Owner will have the right to use, duplicate, and disclose in whole or in part any data necessary for the utilization of the proposal. The Owner retains the right to use any accepted proposal or part thereof on any other or subsequent project without any obligation to the Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

- c. If the Owner already has under consideration certain revisions to the Contract that are subsequently incorporated in a proposal, the Owner will reject the Contractor's proposal and may proceed with such revisions without any value engineering obligation to the Contractor.
- d. The Contractor shall make no claim against the Owner or Owner's agents for any costs or delays due to the Owner's rejection of a proposal, including but not limited to development costs, anticipated profits, or increased materials or labor costs resulting from delays in the review of such proposal.
- e. The Engineer will determine whether a proposal qualifies for consideration and evaluation. The Owner may reject any proposal which is not consistent with the basic design criteria for the Project.
- f. The Engineer may reject all or any portion of Work performed pursuant to an approved proposal if the Engineer determines that unsatisfactory results are being obtained. The Engineer may direct the removal of such rejected Work and require the Contractor to proceed according to the original Contract requirements without reimbursement for any Work performed under the proposal, or for its removal. Where modifications to the proposal are approved to adjust to field or other conditions, reimbursement is limited to the total amount payable for the Work at the Contract prices as if it were constructed according to the original Contract requirements. Such rejection or limitation of reimbursement does not constitute the basis of any claim against the Owner for delay or for any other costs.
- g. Proposals will be considered only if equivalent options are not already provided in the Contract Documents.
- h. The proposal shall be made based on items of work scheduled to be done by the Contractor. Anticipated cost savings based on revisions of utility relocations or other similar items to be done by others will not be considered. Proposals that may increase the cost of Work done by others may be considered.
- i. If additional information is needed to evaluate proposals, this information must be provided in a timely manner. Such additional information could include, where design changes are proposed, results of field investigations and surveys, design computations, and field change sheets.

The contracting unit's engineer shall prepare a written report for the governing body that shall evaluate the value engineering construction proposal, make a recommendation on whether or not it should be accepted, rejected, or modified, and state to the contracting unit and contractor the amount of any projected cost savings.

- a. The proposal shall not be approved unless the Engineer reports to the Owner's governing body that the proposal appears consistent with the required performance, quality, reliability, and safety of the project and does not impair any of the essential functions, or characteristics of the project, or any portion of the work involved.
- b. If the Owner fails to respond to the final proposal by the date specified, the Contractor shall consider the final proposal rejected and shall make no claim against the Owner as a result thereof.
- c. The Owner shall have the sole discretion to approve or disapprove a value engineering construction proposal.

If the proposal is accepted, the changes will be authorized by Change Order. Payment will be made as follows:

- a. The changes will be incorporated into the Contract by adjustments in the quantities of Pay Items, agreed upon Extra Work Items or by Force Account, as appropriate, according to the Specifications.
- b. Once the project is completed, the contracting unit's engineer shall verify the cost savings to reflect the actual cost of the work, and such verified cost saving shall be the basis for the savings shared equally with the contractor. The costs of such verification shall be borne equally by both parties.
- c. The Owner's costs for review and processing of the proposal will be deducted from the savings. The cost of the Engineer to verify the savings shall be apportioned equally between the parties.
- d. A Contractor's costs for development, design, and implementation of the proposal are not eligible for reimbursement.
- e. The Contractor may submit proposals for an approved Subcontractor, provided that reimbursement is made by the Owner to the Contractor and that the terms of the remuneration to the Subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the Owner. Subcontractors may not submit a proposal except through the Contractor.

9.0 DIFFERING SITE CONDITIONS PROVISIONS (N.J.S.A. 40A:11-16.7)

a. Differing Site Conditions Provisions:

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with Section 9.0(a)1 of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
 - (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
 - (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, “differing site conditions” mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

b. Suspension of Work Provisions:

- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit’s control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days’ written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefore.
- (3) Upon receipt of the contractor’s suspension of work notice in accordance with Section 9.0(A)2 of this subsection, the contracting unit shall promptly evaluate the contractor’s notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit’s ability to adequately investigate and defend against the claim.

c. Change in Character of Work Provisions:

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

- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

d. Change in Quantity Provisions:

- (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

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

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

PREVAILING WAGE PAYMENT CERTIFICATION

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

PROJECT _____

TO _____
(NAME OF OWNER AS IT APPEARS IN CONTRACT)

RE: Contract for Certification of Contractor of Payment of Prevailing Wages to Workmen Pursuant to New Jersey Prevailing Wage Act. Chapter 150 Laws of 1963 of New Jersey and all other claims.

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

DATED: _____
CONTRACTOR

STATE OF NEW JERSEY

COUNTY OF _____

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

Signature

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

Notary Public of New Jersey

CERTIFICATION OF SITE SAFETY CONDITIONS

Form GC-6.02S

TOWN: _____ PROJECT
NAME: _____
COUNTY: _____ JOB #: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Unsafe Trench Condition | <input type="checkbox"/> Unsafe Entry to Live Manhole |
| <input type="checkbox"/> Unsafe Traffic Control | <input type="checkbox"/> Unsafe Equipment |
| <input type="checkbox"/> Inadequate Fall Protection | <input type="checkbox"/> Proximity to Electric |
| <input type="checkbox"/> Other _____ | |

☐ None _____

Comments/Resolutions _____

Contractor: _____

by: _____
Authorized Representative

I executed this form at _____ on _____.
Time Date

FULL RELEASE AND WAIVER OF LIENS

WHEREAS, the undersigned is a subcontractor, supplier or other person furnishing work, services, materials or equipment upon real estate owned by TOWNSHIP OF EVESHAM in EVESHAM TOWNSHIP, State of New Jersey in furtherance of that certain INDIAN SPRINGS CLUBHOUSE BALCONY sponsored by the TOWNSHIP OF EVESHAM (hereinafter referred to as "Owner").

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

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

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

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

Paid to date: \$ _____

NAME OF SUBCONTRACTOR/SUPPLIER: _____

By: _____

Title: _____

Sworn and subscribed to

before me this _____ day of _____, 20____,

Notary Public of New Jersey

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DEBARMENT LIST

The list of debarred firms and individuals can be reviewed at the following web address:

https://www.nj.gov/labor/wagehour/wagerate/prevailing_wage_debarment_list.html

PREVAILING COUNTY & STATE WAGE RATES

Prevailing wage rates are available online at the following web address:

https://www.nj.gov/labor/wagehour/wagerate/pwr_construction.html.

A copy will be included with each contract set provided to the awarded contractor.

SCOPE OF WORK

1.01 DESCRIPTION

A. In general, the work on this project, Contract #1, consists of the demolition and replacement of a tile floor finish system and the incidental repair/replacement of all related and surrounding components of a rear, exterior, elevated balcony of the clubhouse as indicated on the Contract Documents located in the municipality of Marlton, Burlington County, New Jersey as detailed in these specifications.

B. Project Location: Indian Spring Country Club
115 S. Elmwood Rd.
Marlton, NJ 08053

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Owner Identification: Evesham Township
984 Tuckerton Rd.
Marlton, NJ 08053

B. Engineer Identification: Remington & Vernick Engineers, Inc.
2059 Springdale Road
Cherry Hill, NJ 08003

C. Contract Documents:

These Specifications indicate the extent of the Contract. Contract Documents were prepared for the Project by Remington & Vernick Engineers, Inc., 2059 Springdale Road, Cherry Hill, NJ 08003

D. General:

1. Review of all existing site conditions is strongly recommended to fully understand the Scope of Work.
2. This project includes a single prime Contract.
3. The Contractor is responsible and obligated to successfully complete the entire project and to complete every necessary detail of every item specified and/or is required to complete the specified work regardless of whether a particular detail is specifically mentioned in these specifications.
4. The Contractor will be required to submit upon award a proposed work schedule that shall be finalized to reflect actual project milestones after contract award. The project schedule shall follow the requirements of these specifications. Strict adherence to the agreed upon final work schedule will be required for this project. The schedule shall be generated by the Contractor in a Microsoft Project format and shall be updated weekly. Progress reports including the updated schedule (Gantt Chart) will be submitted to the Engineer on a weekly basis.

5. A Pre-Construction Meeting between the municipality of Evesham Township, NJ, the Engineer, and the Contractor will be required prior to the start of construction at a site chosen by the Owner. All allowances/costs for the pre-construction meeting must be included in the Contractor's proposal pricing and submitted with the bid. No additional payments will be made by the Owner for the pre-construction meeting.
6. Contracts:
 - a. The Project will be constructed under a single Prime Contracting arrangement.
 - b. The Contract will be awarded to one Contractor for the work required at the site contained herein. The contract award will be based on the sum of a contractor's pricing for all items in the bid form.
 - c. The Contractor's completed Bid Form shall reflect the actual amount of work required at the site. The amounts on the Contractor's Bid Form as submitted with their bid will be used to generate the project schedule of values for payment purposes.
 - d. The Specifications indicate the extent of the Contract Documents.
 - e. Only major items of work are given in the Bid Form, but it is the intent of the Specifications to secure a completely interconnected and functioning system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred there from, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.
 - f. Local custom and trade-union jurisdictional settlements do not control the Scope of Work included in the Prime Contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected Prime Contractor shall promptly negotiate a reasonable settlement to avoid interruption and delays at no additional cost to the Owner.
7. This Scope of Work outlines the general items and distribution of work and shall not be construed as being all-inclusive.
8. The Contractor shall be responsible for applying for and obtaining any and all permits required to satisfactorily complete this construction project. Any costs related to obtaining permits shall be included in the proposal.

1.03 SCOPE OF WORK

BASE BID: INDIAN SPRING COUNTRY CLUB TILE FLOOR FINISH SYSTEM REPLACEMENT CONTRACT #1

- A. The **BASE BID** work on this project is for the demolition and replacement of a tile floor finish system and the incidental repair/replacement of all related and surrounding components of a rear, exterior, elevated balcony of the clubhouse, as indicated in the Contract Documents, and consists of the following:
 1. Demolish and dispose of all existing ceramic tile, grout, and mortar.

2. Grind clean the existing concrete deck surface after demolition.
3. Remove and dispose of all existing tile edge.
4. Repair all existing concrete cracks greater than 1/8" in width by injection with an epoxy resin adhesive.
5. Repair all existing concrete spalls greater than 1" in depth by routing and filling with a repair mortar.
6. Repair or replace all loose or damaged existing railing anchors.
7. Move and reset all existing handrail and column post base flanges.
8. Provide a new waterproof decoupling membrane with taped seams.
9. Provide a new waterproof roofing membrane.
10. Provide a new waterproofing tile sealer.
11. Repair or replace all loose or damaged existing aluminum gutter anchors.
12. Provide a new continuous sealant joint along the existing clubhouse wall.
13. Provide a new 1/4" sealant joint around all existing post bases.
14. Provide new exterior-rated porcelain tile on a new polymer-modified exterior-rated thin set mortar bed.
15. Provide a new aluminum or stainless-steel expansion joint edge trim.
16. Maintain the existing gutter clean and free of debris during demolition and replacement.
17. Protect all existing faces, doors, hardware, and finishes during demolition and replacement.
18. The contractor is responsible for cleaning and restoring the site to pre-construction conditions.
19. All work not specifically described or listed in the specifications that are incidental to work completion shall be considered as included within scope.
20. All work not specifically listed in a bid form pay item shall be incorporated into the lump sum/unit pay items listed.

1.04 SPECIAL CONDITIONS

- A. The Contractor shall be given sixty (60) calendar days to complete the project, if awarded.
- B. The Contractor shall be responsible for coordinating all work with the Engineer and the municipality of Evesham Township, NJ.

- C. The Contractor shall be responsible for applying and obtaining the required building permits from the municipality of Evesham Township, NJ for this work, including all permit fees.
 - D. Prior to bidding, the Contractor shall visit the site and include all costs for complete demolition and replacement of a tile floor finish system and the incidental repair/replacement of all related and surrounding components of a rear, exterior, elevated balcony of the clubhouse, including review of the existing conditions. The Owner is not responsible for additional costs based on Contractor failure to properly inspect the existing conditions and include all costs in his bid.
 - E. All work not specifically described or listed in the specifications that are incidental to work completion shall be considered as included within the Scope.
 - F. The existing tile floor finish system and related and surrounding components of the rear, exterior, elevated clubhouse balcony are provided in the project plans for the Contractor's reference only. These are based on the field inspection and may not reflect the exact as-built conditions. The Contractor is responsible for verifying all existing information.
 - G. Extra work allowance is only to be used at the Owner's/Engineer's discretion.
 - H. Construction shall be phased so that the clubhouse interior and surrounding facilities remain operational during construction. Phasing shall be discussed and coordinated at the pre-construction meeting.
 - I. A pre-construction video or photographs are required.
 - J. The contractor is responsible for clean-up of the site and shall provide dumpsters as required.
- 1.05 The above Scope of Work outlines the general items and distribution of work and shall not be construed as being all-inclusive.

END OF SCOPE OF WORK

SECTION 010000

GENERAL REQUIREMENTS

1.01 GENERAL

- A. Only major items of work are given in the Bid Form, but it is the intent of the specifications to secure a completely interconnected and functioning system, and if any workmanship or materials be required which are obviously necessary to carry out the full intent and meaning of the plans and specifications or to be reasonably inferred therefrom, the cost of such workmanship or materials shall be included in the unit price bid for the major items of work.
- B. Reproducible As-built drawings must be furnished by the Contractor to the Engineer prior to final payment in accordance with Section 010100.
- C. Contractor shall notify all utility companies prior to construction of utilities by contacting 1-800-272-1000.
- D. Prior to any excavation, the Contractor shall have all utilities marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The Contractor shall notify the Engineer of any conflicts. The Contractor shall arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.
- E. The Contractor, in the construction of any project, shall not stockpile materials or his equipment on any private property; except areas designated by the drawings as directed by the Engineer. If so required, the Engineer may direct the Contractor to have his equipment removed from any project during weekend hours.
- F. All work of refilling sunken ditches, repaving over trenches and keeping streets and sidewalks in passable condition shall be done to the satisfaction of the Engineer during the construction of the above work as well as during the maintenance period. If any work is not done within five (5) days after written notice is given by the Engineer, the work may be done by the Owner and charged to the Contractor.
- G. Special care shall be taken to prevent contamination, siltation, or interfering in any way with the stream flows or ponds along the line of work. No waste matter of any kind will be allowed to discharge into the stream flows or impounded water of any ponds or other bodies of water.
- H. The Contractor shall apply and pay for all local permits that may be required for any of the work involved with this project.
- I. All notes on drawings shall be made a part of the specifications.
- J. Contractor shall notify Engineer at least forty-eight (48) hours in advance of any work on Saturdays. There will be no work permitted on Sundays or holidays. This project will receive inspection and the normal working hours for the Inspector are from 7:30 AM to 4:00 PM, Monday through Friday. Any overtime inspection costs which are not specifically mentioned in the drawings and specifications will be reimbursed by the Contractor. Holidays are New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas.
- K. It shall be the Contractor's responsibility to keep the concrete curb clean of asphaltic tack coat.

1.02 PUBLIC UTILITIES

- A. The contract drawings indicate the approximate location of existing overhead and subsurface utilities in the vicinity of the work. The bidder is advised to ascertain for himself all the facts concerning the location of these utilities.
- B. The Contractor shall cooperate with the utility owners in the adjustment of their facilities and shall notify the utility owners not less than five (5) days in advance of the time he proposes to perform any work that will endanger or affect their facilities.
- C. The Contractor shall permit the owners of utilities, or their agents, access to the site of the work at all times in order to relocate, construct or protect their lines and he shall cooperate with them in performing this work.
- D. Separate payments will not be made for the coordination and cooperation of the Contractor with the utility companies, nor for the protection or replacement of utilities for the resequencing or delay of work due to a utility company and the bidder shall include all such costs in the prices bid for the various related items of work in the Bid Form.
- E. The Contractor is responsible for repairing all located utilities (water, sewer, storm sewer, gas lines, etc.) which are broken or damaged during construction.

1.03 PHOTOGRAPHS & VIDEO TAPES

The Contractor shall video tape in digital format the construction site prior to the commencement of construction. Two copies of the digital recording shall be forwarded and kept by Remington and Vernick Engineers to resolve any disputes arising over the restoration of all curbs, sidewalks, driveways, fences, lawns, landscaped areas, or any other items that may be disturbed during construction.

1.04 TESTING MATERIALS

- A. Except as may be provided elsewhere, test or analysis of materials which are usually tested after delivery to the site, such as concrete aggregate, mixed and placed concrete, and similar materials; will be performed by the Engineer or test laboratories which will be approved by the Engineer and selected and paid for by the Contractor. The preliminary testing of concrete mixtures and test or analysis of other materials, samples of which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Contractor at the Engineer's request.
- B. If the Engineer orders sampling and analysis or tests of materials which are usually accepted on Certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Contractor will bear the reasonable costs of sampling, transportation, test and analysis.

1.04 QUANTITY AND PAYMENT

- A. No separate payment will be made for work performed under this section. Include all costs within the bid items as shown in the project Bid Form.

END OF SECTION

SECTION 017400

CLEANING AND RESTORATIONS

1.01 DESCRIPTION

- A. Contractor shall provide all equipment, labor & materials required to clear the site of all debris to match the natural grade conditions. Backfill shall be provided as required to provide positive drainage from any disturbed areas so that there is no ponding water on the site. All disturbed areas shall be seeded to establish vegetation and prevent erosion.
- B. Maintain premises and public properties free from accumulations of waste, debris and rubbish caused by work operations.
- C. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials; clean all sight exposed surfaces; leave project clean and ready for occupancy.
- D. At completion of work, restore or replace, when and as directed by the Engineer, any public or private property disturbed or damaged by Contractor's work operations to a condition at least equal to that existing prior to beginning work, or as otherwise specified. Materials, equipment and methods shall be approved by the Engineer.

2.01 MATERIALS

- A. For restorations all materials shall comply with the following Articles of the New Jersey Department of Transportation Standard Specifications latest revision and these specifications.
- B. Pavement restorations: See Section 903 "Bituminous Concrete".
- C. Restoration of curbs and other concrete structures:
 - 1. Concrete:
 - a. Shall conform to Section 605 for Curbs, Section 607 for sidewalks and driveways, and Section 405 for concrete surface course.
 - b. Compressive Strength: 4,000 psi at 28 days.
 - c. Air-entrained.
 - 2. Joint Fillers: Section 908, bituminous cellular type.
 - 3. Curing Compound: Section 905.03, white-pigmented liquid.
- D. Driveway Restoration: Driveway Aprons shall be replaced in kind with Portland Cement Concrete, Bituminous Concrete or 3/4 inch stone. Dirt driveway aprons are to be upgraded to stone.
- E. All other Materials: As approved by the Engineer or authorities having jurisdiction.

3.01 METHODS OF CONDUCTING WORK – CLEANING

A. Requirements of regulatory agencies:

The Contractor shall comply with all Federal, State, and local anti-pollution laws, ordinances, codes and regulations when disposing of waste materials, debris and rubbish. All excess material shall be removed from the site and disposed of by the Contractor. Cost to be included in the unit price bid for all items.

The disposal site shall be in permanently established licensed OSWA (Office of Solid Waste Administration, New Jersey Department of Environmental Protection) landfills or a NJDEP certified recycling center if applicable.

B. Cleaning during construction:

Provide periodic cleaning to keep the work, the site, and adjacent properties free from accumulations of waste materials, rubbish and windblown debris resulting from construction operations.

The Contractor is responsible for street sweeping as directed by the Engineer or Owner. The Contractor shall keep all public roadways free of dirt and debris from any trucks entering or leaving the demolition site.

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

C. Dust Control:

The Contractor will be required to maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, plant sites, waste areas, borrow areas, and all other work areas within or without the project boundaries free from dust which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment or similar methods will be permitted to control dust. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the Contractor must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. If any dust control is not done within twenty-four (24) hours after written notice is given by the Engineer, the work may be done by Owner and charged to the Contractor.

3.02 METHODS OF CONDUCTING WORK - RESTORATIONS

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

B. Pavement Restorations:

The methods of construction employed shall conform to the requirements set forth in Section 208, 304, 305 & 404 of the Standard Specifications as applicable to the type of material being utilized.

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

C. Restorations of Curbs and Other Concrete Structures:

1. Curbs: Section 605
2. Other concrete structures: Restore in accordance with applicable Sections of the Standard Specifications.

D. Fence Restorations:

Contractor shall remove all concrete from existing fence posts and appurtenances before reinstalling fence in kind.

E. All Other Restorations:

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

END OF SECTION

SECTION 024119

SELECTIVE DEMOLITION

1.01 DESCRIPTION

- A. The existing construction to be demolished, in general, consists of the following:
 - 1. Removal and disposal of existing ceramic tile, grout, and mortar
 - 2. Clean grinding of existing lightweight concrete deck
 - 3. Removal and disposal of existing tile edge
- B. Adjacent areas required to remain shall be left in a safe condition, and shall not be defaced, marred, or jeopardized in any way, and any damage done to them shall be repaired or restored to the satisfaction of the Engineer, without additional compensation.
- C. The Contractor shall remove all equipment and excess materials during the process of demolition. This material shall be disposed of by the Contractor at his expense.
- D. The Contractor shall employ all possible methods to minimize the noise. All construction equipment powered by internal combustion engines shall be equipped with a properly maintained muffler. Air powered equipment shall be fitted with pneumatic exhaust silencers. Equipment powered by an internal combustion engine shall not be operated within 150 feet of residential properties without portable noise barriers placed between the equipment and the noise sensitive sites.

1.02 PERMITS

- A. The Contractor is responsible to complete and file all required Uniform Construction Code and Township demolition permit applications, if required. No demolition work shall commence without a permit being issued.

2.01 EXECUTION

- A. Inspection:

Verify that areas of demolition work are unoccupied.

2.02 PREPARATION

- A. Prior to commencement of demolition operations, arrange for, and verify shut off of utility services, including electric, gas, telephone, water, and sewer, if required.

2.03 DEMOLITION

- A. Demolition of existing construction shall be in accordance with the demolition procedures submitted to and accepted by the Engineer.
- B. Suitable barriers shall be erected and maintained around all operations as long as such operations constitute a hazard or dangerous condition. "Keep Out" signs shall be maintained in places and locations where the placing of protective devices is warranted.

- C. Only methods of demolition will be permitted, which will ensure that all phases of demolition are confined within the limits of the demolition area and without hazard to adjacent areas or to the public.
- D. Adjacent areas shall be left in a safe condition and shall not be defaced, marred, or jeopardized in any way, and any damage done to them shall be repaired or restored to the satisfaction of the Engineer without additional compensation.
- E. Any additional materials required for repairs shall be furnished without any additional cost to the Owner.
- F. All materials, including fixtures and equipment, as well as debris and rubbish, except personal property belonging to Owners, shall be removed as it accumulates and not stored on the Project site. Materials and debris shall not be placed or stored within the limits of any existing streets.

3.01 QUANTITY AND PAYMENT

All costs for clearing and restorations shall be included in the prices bid for the various scheduled items in the Bid Form, and no separate payment will be made thereto.

END OF SECTION

SECTION 030130

EPOXY-INJECTED CRACK REPAIR

PART 1 – GENERAL

1.01 SUMMARY

- A. This specification describes the pressure injection of cracks with an epoxy resin adhesive.
- B. Spalls > 1" (rout & fill w/ repair mortar)

1.02 QUALITY ASSURANCE

- A. Manufacturing qualifications: The manufacturer of the specified product shall be ISO 9001/9002 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.
- C. Install materials in accordance with all safety and weather conditions required by the manufacturer, or as modified by applicable rules and regulations of local, state and federal authorities having jurisdiction. Consult Safety Data Sheets (SDS) for complete handling recommendations.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. All materials must be delivered in original, unopened containers with the manufacturer's name, labels, product identification, and batch numbers. Damaged material must be removed from the site immediately.
- B. Store all materials off the ground and protect from rain, freezing or excessive heat until ready for use.
- C. Condition the specified product as recommended by the manufacturer.

1.04 JOB CONDITIONS

- A. Environmental Conditions: Do not apply material if it is raining or snowing or if such conditions appear to be imminent. Minimum application temperature 40°F (5°C) and rising.
- B. Protection: Precautions should be taken to avoid damage to any surface near the work zone due to mixing and handling of the specified product.

1.05 SUBMITTALS

- A. Submit two copies of manufacturer's literature, to include: Product Data Sheets, and appropriate SDS.

1.06 WARRANTY

- A. Provide a written warranty from the manufacturer against defects of materials for a period of one (1) years, beginning with date of substantial completion of the project.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Sikadur 35 Hi-Mod LV, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio 43302 is considered to conform to the requirements of this specification.
- B. Sikadur Injection Gel, as manufactured by Sika Corporation, 1682 Marion Williamsport Road, Marion, Ohio 43302 is considered to conform to the requirements of this specification.
- C. Approved Equal.

2.02 MATERIALS

- A. Epoxy resin adhesive for pressure injection of cracks shall be Sikadur 35 Hi-Mod LV:
 - 1. Component "A" shall be a modified epoxy resin of the diglycidether bisphenol A Type containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
 - 2. Component "B" shall be primarily a reaction product of a selected amine blend with an epoxy resin of the diglycidether bisphenol A Type containing suitable viscosity control agents, pigments, and accelerators.
 - 3. The ratio of component A: component B shall be 2:1 by volume.
 - 4. The material shall not contain asbestos.
- B. Epoxy resin adhesive for sealing of cracks & porting devices shall be Sikadur Injection Gel:
 - 1. Component "A" shall be a modified epoxy resin of the diglycidether bisphenol A Type containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
 - 2. Component "B" shall be primarily a reaction product of a selected amine blend with an epoxy resin of the diglycidether bisphenol A Type containing suitable viscosity control agents, pigments, and accelerators.
 - 3. The ratio of component A: component B shall be 1:1 by volume.
 - 4. The material shall not contain asbestos.
- C. Porting devices as required for either manual or automated application. Porting devices for automated application shall be supplied from manufacturer of pressure injection equipment.

2.03 PERFORMANCE CRITERIA

- A. Properties of the mixed epoxy resin adhesive used for the pressure injection grouting:
 - 1. Pot Life: 25 minutes (60-gram mass) @ 73° F
 - 2. Tack-Free Time: 90°F (32°C) 1.5 to 2 hours
75°F (24°C) 3 to 3.5 hours

40°F (5°C) 14-16 hours

3. Viscosity: Approx. 375 cps. (mixed)
4. Color: Clear, pale yellow

B. Properties of the cured epoxy resin adhesive used for pressure injection grout:

1. Compressive Strength (ASTM D-695)
 - a. 3-day: 10,700 psi (73.8 MPa)
 - b. 7-day: 11,000 psi (75.8 MPa)
 - c. 28-day: 13,000 psi (89.6 MPa)
2. Compressive Modulus, min.
 - a. 7-day: 320,000 psi (2,200 MPa)
3. Shear Strength (ASTM D-732)
 - a. 14-day: 5,100 psi (35 MPa)
4. Flexural Strength (ASTM D-790)
 - a. 14-day: 14,000 psi (97.0 MPa)
5. Tangent Modulus of Elasticity in Bending, min.
 - a. 14-day: 370,000 psi (2,600 MPa)
6. Bond Strength (ASTM C-882), 14-day (moist cure), min.
 - a. Hardened Concrete to Hardened Concrete: 2,900 psi (20 MPa)
7. Water Absorption (ASTM D-570), 7-day
 - a. 24-hour immersion: 0.27%
8. Tensile Properties (ASTM D-638), min.
 - a. 7-day: Tensile Strength: 8,900 psi (61 MPa)
Elongation at Break: 5.4%
 - b. 14-day: Modulus of Elasticity: 410,000 psi (2800 MPa)

C. Properties of the mixed epoxy resin adhesive used for sealing cracks & porting devices:

1. Pot Life: min. 30 minutes (60-gram mass) @ 73° F
2. Tack-Free Time: 75°F (24°C): 2 to 3.5 hours
40°F (5°C): 14-16 hours
3. Consistency: Smooth, Non-sag paste
4. Color: Gray

D. Properties of the cured epoxy resin adhesive used for sealing of cracks & porting devices:

1. Compressive Strength (ASTM D-695) @ 73F
 - a. 1-day: 8,000 psi (55.1 MPa)
 - b. 3-day: 10,000 psi (68.9 MPa)
 - c. 28-day: 10,000 psi (68.9 MPa)
2. Compressive Modulus, min.
 - a. 7-day: 270,000 psi (MPa)
3. Shear Strength (ASTM D-732)
 - a. 14-day: 3,700 psi (25.5 MPa)
4. Flexural Strength (ASTM D-790)
 - a. 14-day: 6,700 psi (46.2 MPa)
5. Tangent Modulus of Elasticity in Bending, min.
 - a. 14-day: 750,000 psi
6. Bond Strength (ASTM C-882), 14-day (moist cure), min.
 - a. Hardened Concrete to Hardened Concrete: 2,600 psi (17.9 Mpa)

7. Water Absorption (ASTM D-570), 7 day
 - a. 24-hour immersion: 0.11%
8. Tensile Properties (ASTM D-638), min.
 - a. 7-day: Tensile Strength: 4,300 psi (29.7 MPa)
Elongation at Break: 1.3%
 - b. 14-day: Modulus of Elasticity: 410,000 psi (2800 MPa)

PART 3 - EXECUTION

3.01 MIXING AND APPLICATION

- A. Mixing the epoxy resin adhesive for sealing the cracks & porting devices: Premix each component. Proportion one parts by volume of Component "A" to one part Component "B" into a clean, dry mixing pail. Mix thoroughly for 3 minutes with a jiffy paddle on a low-speed (400-600 rpm) drill or dispense from a ready to use prepackaged coaxial cartridge. Mix only that quantity of material that can be used within its pot life (25-35 minutes 73F).

- B. Mixing of the epoxy resin adhesive used for the pressure injection grouting:

Manual: Premix each component. Proportion two parts by volume of Component "A" to one part Component "B" into a clean, dry mixing pail. Mix thoroughly for 3 minutes with a jiffy paddle on a low-speed (400-600 rpm) drill. Mix only that quantity of material that can be used within its pot life (20-30 minutes 73F).

- C. Placement procedure:

1. The epoxy resin adhesive for sealing the cracks & porting device: Set the porting devices as required by the equipment manufacturer. Spacing of the porting devices shall be accomplished as required to achieve the travel of the epoxy resin for the pressure injection grouting between ports and fill the cracks to the maximum. On structures open on both sides, provide porting devices on opposite sides at staggered elevations. Apply the mixed epoxy resin adhesive for sealing over cracks and around each porting device to provide an adequate seal to prevent the escape of the epoxy resin adhesive for the injection grouting. Where required by the Engineer, apply the epoxy resin adhesive for sealing in such a manner that minimal defacing or discoloration of the substrate shall result.
2. The epoxy resin adhesive for the pressure injection grouting:

Manual: Load the mixed epoxy resin adhesive for grouting into a disposable caulking cartridge or bulk-loading caulking gun. Inject prepared cracks with constant pressure in order to achieve maximum filling & penetration without the inclusion of air pockets or voids in the epoxy resin adhesive. Begin the pressure injection at the widest part of the crack being injected and continue until there is the appearance of epoxy resin adhesive at an adjacent port, thus indicating travel. When travel is indicated, the decision to discontinue or continue the pressure injection from that port should be made by the contractor based on his experience, with the approval of the Engineer. Continue procedure until pressure injectable cracks have been filled.

Automated: Dispense the epoxy resin adhesive for grouting under constant pressure in accordance with procedures recommended by the equipment manufacturer as required to achieve maximum filling and penetration of the prepared cracks without the

inclusion of air pockets or voids in the epoxy resin adhesive. The pressure injection of single or multiple ports, by use of a manifold system, is possible. This decision should be made by the Contractor, with the approval of the Engineer. Continue the approved procedure until all pressure injectable cracks have been filled.

- D. If penetration of any cracks is impossible, consult the Engineer before discontinuing the injection procedure. If modification of the proposed procedure is required to fill the cracks, submit said modification in writing to the Engineer for acceptance prior to proceeding.
- E. Adhere to all limitations and cautions for the epoxy resin adhesive in the manufacturers current printed literature.

3.02 CLEANING

- A. After the epoxy resin adhesive for grouting has been cured, the epoxy resin adhesive for sealing cracks and porting devices shall be removed as required by the Engineer. Clean the substrate in a manner to produce a finish appearance acceptable to the owner.
- B. The uncured epoxy resin adhesive can be cleaned from tools with approved solvent. The cured epoxy resin adhesive can only be removed mechanically.
- C. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.

END OF SECTION

SECTION 050170 - DECORATIVE METAL REPAIR

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Decorative metal repairs as follows:
 - a. Repairing or replacing loose or damaged anchors.
 - b. Moving and resetting existing post base flanges.

1.2 PREINSTALLATION MEETINGS

- ##### A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- ##### A. Product Data: For each type of product.
- ##### B. Shop Drawings: Include plans, elevations, and sections showing locations and extent of repair and replacement work and details of each new metal item and component and its location on the structure.
- ##### C. Samples: For each exposed product and for each color and texture specified.

1.4 QUALITY ASSURANCE

- ##### A. Decorative Metal Repair Specialist Qualifications: A qualified decorative metal fabrication and repair specialist. Experience installing and finishing new decorative metalwork is insufficient experience for repairing decorative metal.

PART 2 - PRODUCTS

2.1 FASTENERS

- ##### A. Fasteners: Fasteners of the same basic metal as fastened metal unless otherwise indicated. Use metals that are noncorrosive and compatible with each metal joined.
1. Match existing fasteners in material and in type of fastener unless otherwise indicated.

2. Use concealed fasteners for interconnecting decorative metal components and for attaching them to other work unless exposed fasteners are unavoidable or the existing fastening method.
 3. For exposed fasteners, use Phillips-type machine screws of head profile flush with metal surface unless otherwise indicated.
 4. Finish heads of exposed fasteners to match finish of metal fastened unless otherwise indicated.
- B. Anchors, General: Use bolt heads of same basic metal as fastened metal unless otherwise indicated. Use metals that are noncorrosive and compatible with each metal anchored.
- C. Post-Installed Structural Anchors: Fastener systems; with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES, AC193 or AC308 as appropriate for the substrate.
1. Uses: Securing railings and handrails to concrete.
 2. Material for Exterior or Interior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless steel bolts, ASTM F593, and nuts, ASTM F594.

PART 3 - EXECUTION

3.1 DECORATIVE METAL REPAIR, GENERAL

- A. Execution of the Work: In repairing items, disturb remaining existing work as minimally as possible and as follows:
1. Repair items in place where possible.
 2. Install temporary protective measures to stabilize decorative metal that is indicated to be repaired later.
- B. Repair Decorative Metal Item: Match existing materials and features.

3.2 REMOVAL, REPAIR, AND REINSTALLATION

- A. General: Perform removal work as required in Section 024119 "Selective Demolition" for specific requirements relating to selectively demolishing construction, including decorative metal removal for repair or reinstallation elsewhere.
- B. Installing Sealant: See Section 079200 "Joint Sealants."

END OF SECTION 050170

SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Waterproof decoupling membrane w/ taped seams
2. Molded-sheet drainage panels.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: Show locations and extent of waterproofing and details of substrate joints and cracks, expansion joints, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, air barrier, and other termination conditions.

1. Include setting drawings that indicate layout, sizes, sections, profiles, and joint details of pedestal-supported concrete pavers.

C. Samples: For each exposed product.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Statements: For Installer.

B. Sample warranties.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by waterproofing manufacturer.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to furnish replacement waterproofing material for waterproofing that does not comply with requirements or that fails to remain watertight within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Waterproofing System: Obtain waterproofing materials from single source from single manufacturer.

2.2 ACCESSORIES FOR WATERPROOFING

- A. Furnish accessory materials as recommended in writing by waterproofing manufacturer for intended use and compatibility with sheet waterproofing.
 1. Furnish liquid-type accessory materials that comply with VOC limits of authorities having jurisdiction.
- B. Primer: Liquid waterborne primer as recommended in writing for substrate by sheet waterproofing material manufacturer.
- C. Surface Conditioner: Liquid, waterborne surface conditioner as recommended in writing for substrate by sheet waterproofing material manufacturer.
- D. Metal Termination Bars: Aluminum or stainless steel bars, approximately 1 by 1/8 inch, predrilled at 9-inch centers.

2.3 MOLDED-SHEET DRAINAGE PANELS

- A. Molded-Sheet Drainage Panel with Polymeric Film, Woven-Geotextile Faced: Composite subsurface drainage panel acceptable to waterproofing manufacturer and consisting of a studded, nonbiodegradable, molded-plastic-sheet drainage core; with a woven-geotextile facing with an apparent opening size not exceeding No. 40 sieve, laminated to one side of the core and a polymeric film bonded to the other side; and with a horizontal flow rate through the core of not less than 2.8 gpm per ft.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Clean, prepare, and treat substrates in accordance with manufacturer's written installation instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
- B. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.

- C. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions.

3.2 INSTALLATION OF MOLDED-SHEET DRAINAGE PANELS

- A. Place and secure molded-sheet drainage panels, with geotextile facing away from wall or deck substrate, in accordance with manufacturer's written installation instructions. Use adhesive or another method that does not penetrate waterproofing. Lap edges and ends of geotextile to maintain continuity. Protect installed molded-sheet drainage panels during subsequent construction.

3.3 PROTECTION, REPAIR, AND CLEANING

- A. Do not permit foot or vehicular traffic on unprotected membrane.
- B. Protect waterproofing from damage and wear during remainder of construction period.
- C. Protect installed insulation drainage panels from damage due to UV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- D. Correct deficiencies in or remove waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.
- E. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended in writing by manufacturer of affected construction.

END OF SECTION 071326

SECTION 077100

GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Gutter Accessories

1.2 REFERENCES

- A. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- B. SMACNA - Architectural Sheet Metal Manual.

1.3 DESIGN / PERFORMANCE REQUIREMENTS

- A. American Architectural Manufacturers Association (AAMA) Specification 1405.1 "Specification for Aluminum Raincarrying Systems".

1.4 SUBMITTALS

- A. Product Data: Manufacturer's catalog data, detail sheets, and specifications.
- B. Shop Drawings: Prepared specifically for this project; showing accessories, fastening details and connections and interface with other products.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- D. Manufacturers warranties.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
- B. Installer Qualifications: Certified and approved installer of the sheet metal roofing manufacturer.
- C. Perform Work in accordance with SMACNA Manual

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store products to prevent twisting, bending, and abrasion, and to provide ventilation. Slope stored materials to drain.
- C. During storage prevent contact with materials capable of causing discoloration, staining, or other damage.

1.7 PROJECT CONDITIONS

- A. Coordinate installation with installation of adjacent roofing, siding and related materials.

1.8 WARRANTY

- A. Provide the Manufacturer's Limited 20-Year, pro-rated and non-transferable Warranty covering labor materials.

1.9 COORDINATION

- A. Coordinate Work with other operations and installation of floor finish materials to avoid damage to installed underlayment and membrane materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Mazmet Metal Products, which is located at: 1050 Bristol Road; Mountainside, NJ 07092; Phone: 908.654.7686; Fax: 908.654.7898;
- B. Substitutions: Approved equal.

2.2 COMPONENTS

- A. Sealant: As recommended by manufacturer.
- B. Fasteners: Same material and finish as gutters and downspouts.

2.3

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify governing dimensions at building.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Clean and repair if necessary any adjoining work on which this work is in any way dependent for its proper installation.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Exercise care in placing aluminum in contact with other dissimilar metals or materials that are not compatible with aluminum.
- C. Providing adequate insulation/separation wherever necessary, such as by painting or otherwise protecting when they are in contact with aluminum or when drainage from them passes over aluminum surfaces.

- D. Install sealants where indicated to clean dry surfaces only without skips or voids.

3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 079200
SILICONE BUILDING SEALANT

PART 1 – GENERAL

1.1 SUMMARY

- A. Section includes one-component, ultra-low modulus, neutral-cure silicone rubber sealant for above-grade expansion and control joints of most building materials.

1.2 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric Type Sealants by Means of a Durometer.
 - 2. ASTM C679 - Standard Test Method for Tack-Free Time of Elastomeric Sealants.
 - 3. ASTM C719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle).
 - 4. ASTM C794 - Standard Test Method for Tack-Free Time of Elastomeric Sealants.
 - 5. ASTM C920 - Elastomeric Joint Sealants.
 - 6. ASTM C1135 - Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants.
 - 7. ASTM C1193 - Standard Guide for Use of Joint Sealants.
 - 8. ASTM C1248 - Standard Test Method for Staining Porous Substrate by Joint Sealants.
 - 9. ASTM C1330 - Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants.
 - 10. ASTM D412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers - Tension.
 - 11. ASTM D2202 - Standard Test Method for Slump of Sealants.
 - 12. ASTM E119 (UL 263) - Standard Test Method for Fire Tests of Building Construction and Materials.
- B. Government Services Administration (GSA), Commercial Item Descriptions (CID):
 - 1. GSA CID A-A-272A - Sealing Compound: Silicone Rubber Base (For Caulking, Sealing, and Glazing in Buildings and Other Structures).
 - 2. GSA CID A-A-1556 - Sealing Compound Elastomeric Type, Single Component (For Caulking, Sealing, and Glazing in Buildings and Other Structures).

1.3 SUBMITTALS

A. Provide:

1. Product data for silicone sealant, primer, joint backing, and other accessories. Include safety data sheets (SDSs) and certifications showing compliance with specified standards.
2. Shop drawings detailing sealant joints and indicating joint dimensions, materials, sealant profile, and size limitations.
3. Manufacturer's instructions for installation and field quality control testing.
4. Copy of warranties.

1.4 PROJECT CONDITIONS

- A. Do not install silicone sealant during inclement weather or when such conditions are expected. Allow wet surfaces to dry.
- B. Do not install sealant when temperature is less than 5 degrees F below dew point.

1.5 WARRANTY

A. Provide:

1. Manufacturer's 20-year material warranty for properly installed silicone sealant.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Dow Corning Corporation
- B. Carlisle Coating & Waterproofing
- C. Mapei
- D. Or Equal

2.2 SEALANT

- A. Type: One-component, ultra-low modulus, neutral-cure silicone rubber sealant.
- B. Compliance: Sealant shall meet or exceed requirements of these standards:
 1. ASTM C920, Type S, Grade NS, Class 100/50, Use T, NT, G, M, A, and O.
 2. GSA CID A-A-272A.
 3. GSA CID A-A-1556.
- C. Color: Match Existing

- D. Shelf life: 12 months.
- E. Application temperature range: Minus 20 to plus 120 degrees F.
- F. Tack-free time: 1 hour at 50 percent relative humidity, tested in accordance with ASTM C679.
- G. Working time: 10 to 20 minutes.
- H. Curing time at 3/8-inch depth: 7 to 14 days at 77 degrees F and 50 percent relative humidity.
- I. Flow, sag, or slump in 3 inches wide joint: None, when tested in accordance with ASTM D2202.
- J. Volatile organic compound (VOC) content: 43 grams/liter maximum.
- K. Cured sealant properties after 21 days at 77 degrees F and 50 percent relative humidity.
 - 1. Joint movement capability: Plus 100 percent extension and 50 percent compression, tested in accordance with ASTM C719.
 - 2. Hardness: 15-durometer hardness, Shore A, tested in accordance with ASTM C661.
 - 3. Properties tested in accordance with ASTM D412:
 - a. Ultimate tensile strength: 100 psi
 - b. Ultimate elongation: 1,600 percent.
 - 4. Minimum peel strength: 15 ppi tested in accordance with ASTM C794.
 - 5. Properties, tested in accordance with ASTM C1135:
 - a. Adhesion at 25 percent extension: 15 psi.
 - b. Adhesion at 50 percent extension: 20 psi.
 - 6. Weathering after 22,400 hours, tested in accordance with ASTM C1135 using QUV Weatherometer:
 - a. At 25 percent extension: 30 psi
 - b. At 50 percent extension: 40 psi
 - 7. Staining after 14 days at 50 percent compression, 158 degrees F None on concrete, granite, limestone, and brick, when tested in accordance with ASTM C1248.

2.3 ACCESSORIES

- A. Substrate primer: As recommended for project conditions and provided by silicone sealant manufacturer.

- B. Sealant backing: Provide backing complying with ASTM C1330 as recommended by the sealant manufacturer.
 - 1. Size: Greater than joint opening by 25 percent minimum.
- C. Bond breaker tape: Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.
 - 1. Type: Polyethylene or other plastic tape recommended by a sealant manufacturer.
- D. Masking tape: Non-staining, non-absorbent type compatible with silicone sealant and adjacent surfaces.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prepare substrates and apply silicone sealant in accordance with manufacturer's instructions.
- B. Handle, store, and apply materials in compliance with applicable regulations and material safety data sheets (MSDSs).
- C. Do not use silicone sealant for:
 - 1. Below-grade applications.
 - 2. Surfaces to be immersed in water for prolonged time.
 - 3. Brass and copper surfaces.
 - 4. Materials bleeding oils, plasticizers, and solvents.
 - 5. Structural glazing and adhesive.
 - 6. Surfaces to be painted.
 - 7. Surfaces in direct contact with food.
 - 8. Medical and pharmaceutical applications.
- D. Do not apply in totally confined spaces without ventilation for curing.

3.2 PREPARATION

- A. Inspect new substrates to receive silicone sealant. Ensure surfaces are clean, dry, and free of frost, dust, dirt, grease, oil, curing compounds, form release agents, laitance, efflorescence, mildew, and previous films and coatings.

- B. Remove existing joint sealant materials. Clean joints and remove joint sealant residue. Repair deteriorated or damaged substrates as recommended by silicone sealant manufacturer to provide suitable substrate. Allow patching materials to cure.
- C. Clean substrates to receive silicone sealant.
 - 1. Porous surfaces: Abrasive-clean followed by blasting with oil-free compressed air.
 - 2. Nonporous surfaces: Use two-cloth solvent wipe in accordance with ASTM C1193.
 - 3. High-pressure water cleaning: Exercise care that water does not enter through failed joints.
- D. Adhesion test: Apply silicone sealant to small area and perform adhesion test in accordance with ASTM C1193, Method A, to determine if primer is required to achieve adequate adhesion. If necessary, apply primer at rate and in accordance with manufacturer's instructions. Allow primer to dry.
- E. Masking: Apply masking tape as required to protect adjacent surfaces and to ensure straight bead line and facilitate cleaning.

3.3 APPLICATION

- A. Sealant backing: Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.
- B. Bond breaker: Install on backside of joint where backing is not feasible.
- C. Sealant:
 - 1. Use sealant-dispensing equipment to push sealant bead into opening. Fill joint opening to full and proper configuration. Apply in continuous operation.
 - 2. Before skinning or curing begins, tool sealant with metal spatula. Provide concave, smooth, uniform, sealant finish. Eliminate air pockets and ensure complete contact on both sides of joint opening. Tool joints in one continuous stroke.
- D. Complete horizontal joints prior to vertical joints. Lap vertical sealant over horizontal joints.
- E. Cleaning: Remove masking tape and excess sealant.

3.4 FIELD QUALITY CONTROL

- A. Perform adhesion tests in accordance with manufacturer's instructions and ASTM C1193, Method A, Field-Applied Sealant Joint Hand-Pull Tab.
 - 1. Perform 3 tests for first 50 linear feet of applied silicone sealant and 1 test for each 50 feet seal thereafter or perform 1 test per building elevation minimum.
 - 2. For sealants applied between dissimilar materials, test both sides of joint.

- B. Sealants failing adhesion test shall be removed, substrates cleaned, sealants re-installed, and re-testing performed.
- C. Maintain test log and submit report to Architect indicating tests, locations, dates, results, and remedial actions.

END OF SECTION

SECTION 093000 - CERAMIC TILE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Exterior-rated porcelain tile
2. Polymer-modified exterior-rated thin set mortar
3. Aluminum/stainless steel expansion joint edge trim
4. Waterproofing tile sealer

- B. Related Requirements:

1. Section 079200 "Joint Sealants" for sealing of expansion, contraction, control, and isolation joints in tile surfaces.

1.3 DEFINITIONS

- A. General: Definitions in the ANSI A108 series of tile installation standards and in ANSI A137.1 apply to work of this Section unless otherwise specified.
- B. ANSI A108 Series: ANSI A108.01, ANSI A108.02, ANSI A108.1A, ANSI A108.1B, ANSI A108.1C, ANSI A108.4, ANSI A108.5, ANSI A108.6, ANSI A108.8, ANSI A108.9, ANSI A108.10, ANSI A108.11, ANSI A108.12, ANSI A108.13, ANSI A108.14, ANSI A108.15, ANSI A108.16, and ANSI A108.17, which are contained in its "Specifications for Installation of Ceramic Tile."
- C. Module Size: Actual tile size plus joint width indicated.
- D. Face Size: Actual tile size, excluding spacer lugs.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For tile, grout, and accessories involving color selection.
- C. Samples for Verification:
 1. Full-size units of each type and composition of tile and for each color and finish required.
 2. Assembled samples mounted on a rigid panel, with grouted joints, for each type and composition of tile and for each color and finish required. Make samples at

least 12 inches) square. Use grout of type and in color or colors approved for completed Work.

3. Full-size units of each type of trim and accessory for each color and finish required.
4. Stone thresholds in 6-inch) lengths.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Master Grade Certificates: For each shipment, type, and composition of tile, signed by tile manufacturer and Installer.
- C. Product Certificates: For each type of product.
- D. Product Test Reports: For tile-setting and -grouting products and certified porcelain tile.

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match and are from same production runs as products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Tile and Trim Units: Furnish quantity of full-size units equal to 3 percent of amount installed for each type, composition, color, pattern, and size indicated.
 2. Grout: Furnish quantity of grout equal to 3 percent of amount installed for each type, composition, and color indicated.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications:
 1. Installer is a five-star member of the National Tile Contractors Association or a Trowel of Excellence member of the Tile Contractors' Association of America.
 2. Installer's supervisor for Project holds the International Masonry Institute's Foreman Certification.
 3. Installer employs Ceramic Tile Education Foundation Certified Installers or installers recognized by the U.S. Department of Labor as Journeyman Tile Layers.
- B. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 1. Build mockup of each type of floor tile installation.
 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use. Comply with requirements in ANSI A137.1 for labeling tile packages.

- B. Store tile and cementitious materials on elevated platforms, under cover, and in a dry location.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination can be avoided.
- D. Store liquid materials in unopened containers and protected from freezing

1.9 FIELD CONDITIONS

- A. Environmental Limitations: Do not install tile until construction in spaces is complete and ambient temperature and humidity conditions are maintained at the levels indicated in referenced standards and manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations for Tile: Obtain tile of each type and color or finish from single source or producer.
 - 1. Obtain tile of each type and color or finish from same production run and of consistent quality in appearance and physical properties for each contiguous area.
- B. Source Limitations for Setting and Grouting Materials: Obtain ingredients of a uniform quality for each mortar, adhesive, and grout component from single manufacturer and each aggregate from single source or producer.
 - 1. Obtain setting and grouting materials, except for unmodified Portland cement and aggregate, from single manufacturer.
- C. Source Limitations for Other Products: Obtain each of the following products specified in this Section from a single manufacturer:
 - 2. Metal edge trim.

2.2 PRODUCTS, GENERAL

- A. ANSI Ceramic Tile Standard: Provide tile that complies with ANSI A137.1 for types, compositions, and other characteristics indicated.
 - 1. Provide tile complying with Standard grade requirements unless otherwise indicated.
- B. ANSI Standards for Tile Installation Materials: Provide materials complying with ANSI A108.02, ANSI standards referenced in other Part 2 articles, ANSI standards referenced by TCNA installation methods specified in tile installation schedules, and other requirements specified.
- C. Factory Blending: For tile exhibiting color variations within ranges, blend tile in factory and package so tile units taken from one package show same range in colors as those taken from other packages and match approved Samples.

- D. Mounting: For factory-mounted tile, provide back- or edge-mounted tile assemblies as standard with manufacturer unless otherwise indicated.

2.3 TILE PRODUCTS

A. Ceramic Floor Tile: Glazed ceramic tile.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Dal-Tile Corporation or approved equal. Owner may select from the following products:
 - 1) "Heathland."
 - 2) "Salerno."
 - 3) "Natural Hues."
 - 4) "Sandolo."
 - 5) "Stratford Place."
 - 6) "Brixton."
 - 7) "Marble Falls"
 - b. Diamastone ceramic tile or approved equal
 - c. Owner may choose between Diamastone ceramic tile or Dal-Tile products upon provision of samples for selection.
2. Composition: Porcelain.
3. Certification: Porcelain tile certified by the Porcelain Tile Certification Agency.
4. Module Size: 12 by 12 inches).
5. Thickness: 5/16 inch).
6. Face: Plain with cushion edges.
7. Surface: Slip resistant; include Optional Tile Texture or Added Abrasive feature.
8. Dynamic Coefficient of Friction: Not less than 0.40.
9. Tile Color: Provide four (4) different colors for use at rooms, as selected by Architect. Colors shall be as selected from manufacturer's full range of standard and optional colors..
10. Grout Color: Provide two (2) different colors for use at rooms, as selected by Architect. Colors selected from manufacturer's full range of standard and optional colors.

2.4 THRESHOLDS

- A. General: Fabricate to sizes and profiles indicated or required to provide transition between adjacent floor finishes.
1. Bevel edges at 1:2 slope, with lower edge of bevel aligned with or up to 1/16 inch) above adjacent floor surface. Finish bevel to match top surface of threshold. Limit height of threshold to 1/4 inch) or less above adjacent floor surface.

2.5 SETTING MATERIALS

A. Polymer-modified exterior-rated thin set mortar

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bostik, Inc.
 - b. Laticrete International, Inc.
 - c. MAPEI Corporation.
2. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to 140 and 212 deg F), respectively, and certified by manufacturer for intended use.

2.6 GROUT MATERIALS

- A. Water-Cleanable Epoxy Grout: ANSI A118.3, with a VOC content of 65 g/L or less.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Bostik, Inc.
 - b. Laticrete International, Inc.
 - c. MAPEI Corporation.
 2. Provide product capable of withstanding continuous and intermittent exposure to temperatures of up to 140 and 212 deg F), respectively, and certified by manufacturer for intended use.

2.7 MISCELLANEOUS MATERIALS

- A. Vapor-Retarder Membrane: Polyethylene sheeting, ASTM D 4397, 4.0 mils) thick.
- B. Metal Edge Trim: Angle or L-shaped, height to match tile and setting-bed thickness, metallic, designed specifically for flooring applications; half-hard brass exposed-edge material.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Blanke Corporation.
 - b. Ceramic Tool Company, Inc.
 - c. Schluter Systems L.P.
- C. Tile Cleaner: A neutral cleaner capable of removing soil and residue without harming tile and grout surfaces, specifically approved for materials and installations indicated by tile and grout manufacturers.
- D. Grout Sealer: Manufacturer's standard product for sealing grout joints and that does not change color or appearance of grout.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Bonsal American, an Oldcastle company; Grout Sealer.
 - b. Custom Building Products; Grout and Tile Sealer.
 - c. Summitville Tiles, Inc.; SL-15, Invisible Seal.
- E. Waterproofing tile sealer: Manufacturer's standard product for sealing tile surface and that does not change color or appearance of grout or tile.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Bonsal American, an Oldcastle company; Grout Sealer.
 - b. Custom Building Products; Grout and Tile Sealer.
 - c. Summitville Tiles, Inc.; SL-15, Invisible Seal.

2.8 MIXING MORTARS AND GROUT

- A. Mix mortars and grouts to comply with referenced standards and mortar and grout manufacturers' written instructions.
- B. Add materials, water, and additives in accurate proportions.
- C. Obtain and use type of mixing equipment, mixer speeds, mixing containers, mixing time, and other procedures to produce mortars and grouts of uniform quality with optimum performance characteristics for installations indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where tile will be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Verify that substrates for setting tile are firm; dry; clean; free of coatings that are incompatible with tile-setting materials, including curing compounds and other substances that contain soap, wax, oil, or silicone; and comply with flatness tolerances required by ANSI A108.01 for installations indicated.
 - 2.
 3. Verify that installation of grounds, anchors, recessed frames, electrical and mechanical units of work, and similar items located in or behind tile has been completed.
 4. Verify that joints and cracks in tile substrates are coordinated with tile joint locations; if not coordinated, adjust joint locations in consultation with Architect.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare proposed flooring to comply with the Tile Council of North America (TCNA) standards.

- B. Remove loose ceramic tile patches. Fill cracks, holes, and depressions in concrete substrates for tile floors installed with trowelable leveling and patching compound specifically recommended by tile-setting material manufacturer.
- C. Blending: For tile exhibiting color variations, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.3 CERAMIC TILE INSTALLATION

- A. Comply with TCNA's "Handbook for Ceramic, Glass, and Stone Tile Installation" for TCNA installation methods specified in tile installation schedules. Comply with parts of the ANSI A108 series "Specifications for Installation of Ceramic Tile" that are referenced in TCNA installation methods, specified in tile installation schedules, and apply to types of setting and grouting materials used.
- B. Extend tile work into recesses and under or behind equipment and fixtures to form complete covering without interruptions unless otherwise indicated. Terminate work neatly at obstructions, edges, and corners without disrupting pattern or joint alignments.
- C. Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish, or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures, and other penetrations so plates, collars, or covers overlap tile.
- D. Provide manufacturer's standard trim shapes where necessary to eliminate exposed tile edges.
- E. Where accent tile differs in thickness from field tile, vary setting-bed thickness so that tiles are flush.
- F. Jointing Pattern: Lay tile in grid pattern unless otherwise indicated. Lay out tile work and center tile fields in both directions in each space or on each wall area. Lay out tile work to minimize the use of pieces that are less than half of a tile. Provide uniform joint widths unless otherwise indicated.
 - 1. For tile mounted in sheets, make joints between tile sheets same width as joints within tile sheets so joints between sheets are not apparent in finished work.
 - 2. Where adjoining tiles on floor, base, walls, or trim are specified or indicated to be same size, align joints.
 - 3. Where tiles are specified or indicated to be whole integer multiples of adjoining tiles on floor, base, walls, or trim, align joints unless otherwise indicated.
- G. Joint Widths: Unless otherwise indicated, install tile with the following joint widths:
 - 1. Ceramic Floor Tile: 3/16 inch.
 - 2. Ceramic Wall Tile: 1/16 inch.
- H. Expansion Joints: Provide expansion joints and other sealant-filled joints, including control, contraction, and isolation joints, where indicated. Form joints during installation of setting materials, mortar beds, and tile. Do not saw-cut joints after installing tiles.

1. Where joints occur in concrete substrates, locate joints in tile surfaces directly above them.
- I. Grout Sealer: Apply grout sealer to cementitious grout joints in tile floors according to grout-sealer manufacturer's written instructions. As soon as grout sealer has penetrated grout joints, remove excess sealer and sealer from tile faces by wiping with soft cloth.

3.4 ADJUSTING AND CLEANING

- A. Remove and replace tile that is damaged or that does not match adjoining tile. Provide new matching units, installed as specified and in a manner to eliminate evidence of replacement.
- B. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 1. Remove grout residue from tile as soon as possible.
 2. Clean grout smears and haze from tile according to tile and grout manufacturer's written instructions but no sooner than 10 days after installation. Use only cleaners recommended by tile and grout manufacturers and only after determining that cleaners are safe to use by testing on samples of tile and other surfaces to be cleaned. Protect metal surfaces and plumbing fixtures from effects of cleaning. Flush surfaces with clean water before and after cleaning.

3.5 PROTECTION

- A. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear. If recommended by tile manufacturer, apply coat of neutral protective cleaner to completed tile walls and floors.
- B. Prohibit foot and wheel traffic from tiled floors for at least seven days after grouting is completed.
- C. Before final inspection, remove protective coverings and rinse neutral protective cleaner from tile surfaces.

END OF SECTION 093000