

Sayreville Housing for Seniors Corporation

"Gillette Manor"

**650 Washington Road
Sayreville, NJ 08872**

732-316-0177
732-721-0062 fax

Contract Documents

ADA Site Improvements at Gillette Manor- Phase II

Sayreville, New Jersey

Sealed Bids due Tuesday, September 27, 2022 at 2:00 p.m.

Project Engineer:
Center State Engineering
481 Spotswood Englishtown Road
Monroe Township, 08831
609-605-9440

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SECTION I

Sayreville Housing for Seniors Corporation (SHSC)

Contract Documents

ADA Site Improvements at Gillette Manor Phase II

INTRODUCTION-The Sayreville Housing for Seniors Corporation (SHSC) will receive sealed bids for the ADA Site Work needed at Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872, as per the technical specifications and drawings outlined in Section II of these Contract Documents. The work shall minimally include the labor, materials and equipment for the specified site work demolition, installation of new concrete curbing, asphalt milling and paving, asphalt full depth repair and new installations, and site restoration in the existing parking lot.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the SHSC 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 SHSC unit or the award of a contract.

Sealed bids will be received until 2:00 p.m. prevailing time on Tuesday, September 27, 2022 at the SHSC offices, 650 Washington Rd., Sayreville, NJ 08872, at which time all bids will be publicly opened and read aloud.

The Contractor shall commence work under this contract on a date specified in the written Notice to Proceed issued by the SHSC, and shall fully complete all work within forty (40) days after the effective date thereof. If the contractor fails to complete the work within the time specified in the contract, or any extension, the contractor shall pay the SHSC as liquidated damages \$450.00 for each day of delay.

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the SHSC.

All bidders must be licensed to do business in the State of New Jersey, including being licensed as a Home Improvement Contractor, and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the technical specifications section of these Contract Documents. Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of these Contract Documents. All applicable documents must be submitted at the Bid Opening.

PRE-BID MEETING-Pre-bid meetings shall be by appointment only. Pre-bid meetings are not mandatory but are strongly suggested in order to submit a more accurate bid.

SCOPE OF SERVICES-The scope of services is including drawings and specifications are outlined in Section II of these Contract Documents (In this section, the SHSC is referred to as the Authority).

INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS-all Bidders shall follow the following instructions (In this section, the SHSC is also referred to as the Authority):

1. All bids must be delivered by mail or in person to the Authority, 650 Washington Rd., Sayreville, NJ 08872 in accordance with the public advertisement as required by law, with a copy of said notice included herein and made a part of these specifications. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "ADA Site Improvements at Gillette Manor-Phase II", together with the name and address of the firm submitting the bid.** Bids will be received until **2:00 p.m.** or hand delivered no later than **2:00 p.m.** on September 27, 2022 at which time they will be publicly opened and read aloud at the offices of the Authority, 650 Washington Rd., Sayreville, NJ 08872.
4. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section 3, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
7. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
8. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:
 - a. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and

designation of the president, secretary or other person authorized to bind the corporation in the matter.

- c. Bids by sole-proprietorship shall be signed by the proprietor.
- d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

9. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- b. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
- c. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- d. Bidder should consult the statutes or legal counsel for further information.

10. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

11. Official Request for Bid - Packages are available from the owner's website at www.SayrevilleHA.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to send their contact information to CSmolder@PerthAmboyHA.org (and receive proof that their contact information was received by the Authority) when Contract Documents are downloaded from the website so any addenda to these specifications can be sent to them.

12. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

II. BID SECURITY AND BONDING REQUIREMENTS-The following provisions shall be applicable to this bid and be made a part of these Contract Documents:

- 1. **Bid Guarantee**-Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.

2. **Consent of Surety-** Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

3. **Performance Bond-**Bidder shall simultaneously with the delivery of the **executed contract**, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

4. **Labor and Material Payment Bond-**The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

5. **Maintenance Bond-**Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

III. INTERPRETATIONS AND ADDENDA

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no

less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.

3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and Contract Documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from CSmolder@PerthAmboyHA.org. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

5. Discrepancies in Bids
 - a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.
6. Optional Pre-Bid Conference If stated in the Notice to Bidders: SEE INTRODUCTION.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where 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.
3. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
4. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION Contractor must be licensed and certified and insured as required by state and federal regulations. The insurance documents indicated below shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance - Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. General Liability Insurance - General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. Automobile Liability Insurance – Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles used on the site(s) or in connection therewith for limits of not less than \$500,000.00 for any one person and \$500,000.00 for any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
4. Other forms of insurance required.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a. negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

1. A. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
2. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding.

The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
5. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. DOCUMENT CHECKLIST: Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.
2. THE BID FORM (included herein). Failure to submit the bid form shall result in rejection of the bid.
3. THE BID GUARANTEE with a valid Power of Attorney authorizing the Attorney-in Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.
4. THE CONSENT OF SURETY with a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.
5. A SIGNED ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (included herein)-Bidders shall submit this form whether or not an addendum has been issued. Failure to submit a signed Acknowledgement of Receipt of Addenda shall result in rejection of the bid.
6. BIDDER'S AND SUBCONTRACTORS QUALIFICATIONS (included herein)-All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XIII for more information.
7. LISTING OF SUBCONTRACTORS/SUBCONTRACTOR CERTIFICATION FORM (included herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient man power and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for **each** subcontractor shall result in rejection of the bid.

8. STATEMENT OF OWNERSHIP-N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

9. MANDATORY AFFIRMATIVE ACTION CERTIFICATION-No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included herein.
- a. Goods, Professional Services and General Service Contracts Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
 - ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
 - iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon

submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

10. NEW JERSEY ANTI-DISCRIMINATION-The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included herein.
11. AMERICANS WITH DISABILITIES ACT OF 1990-Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided herein. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.
12. PROOF OF BUSINESS REGISTRATION-Pursuant to N.J.S.A. 52:32-44, the SHSC ("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:

- a. 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.
- b. 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.
- c. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

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

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

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

14. AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.

15. NON-COLLUSION AFFIDAVIT-

The Affidavit shall be properly executed and submitted with the bid proposal.

16. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-1.1 et seq.). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/

17. PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, 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 the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60- 6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

Additional information is available at <https://www.nj.gov/labor/wageandhour/prevaling-rates/public-works/>

Bidders are responsible for checking for updates to the rates, if any, to properly bid this contract, and in no way are to assume that the rates listed herein are current.

The current prevailing wage rates as of 8/9/22 may be found here:
<https://lwdwebpt.dol.state.nj.us/archivewages/221090023-middlesex-8-9-22.pdf>

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA on request. The Contractor may use form WH-347 available online or by request to the Authority.

18. PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "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.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

19. EQUIPMENT CERTIFICATION Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20).

20. REFERENCES-Submit at least three references.

VIII. METHOD OF CONTRACT AWARD - The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The owner may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

IX. CAUSES FOR REJECTING BIDS

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor 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.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with which by the

exercise of reasonable diligence such party is unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT

The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

- a. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- b. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- c. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 1. Deliverables not complying with the project specification;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- d. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XII. OTHER PROVISIONS

- a. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 1. Not use or disclose protected health information other than as permitted or required by law
 2. Use appropriate safeguards to protect the confidentiality of the information
 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- b. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used

by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- c. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- d. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- e. Change Orders: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an agreement between the Contractor and the Authority for:
 - 1. A change in work
 - 2. The amount of the adjustment in Contract Sum
 - 3. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

XIII. QUALIFICATIONS

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire included herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.
- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
 - (a) Plumbing and Gas fitting of all kindred work.

- (b) Steam and hot water heating and ventilating apparatus and all kindred work.
- (c) Electrical Work
- (d) Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
 - (a) Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the Bidder's or Sub-Contractor's Qualifications questionnaire included herein.
 - (b) Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
 - (c) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
 - (d) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
 - (e) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
 - (f) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
 - (g) In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
 - (h) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

Thank you for your interest!

INVITATION FOR BID

PUBLIC NOTICE

Sayreville Housing for Seniors Corporation

ADA Site Improvements at Gillette Manor-Phase II

The Sayreville Housing for Seniors Corporation (SHSC) will receive sealed bids for the ADA Site Improvements of Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872 as per the technical specifications and drawings outlined in Section II of the Contract Documents. The work shall minimally include the labor, materials and equipment for the specified site work demolition, installation of new concrete curbing, asphalt milling and paving, asphalt full depth repair and new installations, and site restoration in the existing parking lot.

Sealed bids will be received until 2:00 p.m. prevailing time on Tuesday, September 27, 2022 at the SHSC offices, 650 Washington Rd., Sayreville, NJ 08872, at which time all bids will be publicly opened and read aloud.

Pre-bid meetings shall be by appointment only. The Contract Documents including technical specifications and drawings may be obtained at no cost at the SHSC website at www.SayrevilleHA.org. Bidders are urged to check back often for addenda.

A bid guarantee in the form of a bid bond executed by the bidder and acceptable sureties, certified check or bank draft, payable to the Sayreville Housing for Seniors Corporation shall be submitted with each bid. The bid guarantee shall be in an amount equal to but not less than ten percent (10%) of the total amount (not to exceed \$20,000). Bids bonds must be obtained from a New Jersey licensed company that appears on the latest edition of the US Treasury Circular Number 570, List of Approved Sureties.

Bidders must be registered with the New Jersey Department of Treasury, Division of Revenue and with the New Jersey Department of Labor as a Public Works contractor at the time the bids are received.

The SHSC does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality.

The SHSC invites the participation of and Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The above and all other contract and bid requirements are described in the Contract Documents.

Advertised 9/9/22 in the Home News Tribune

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to Sayreville ADA Site Improvements Phase II BID 2022

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

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

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

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

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

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

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

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

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

qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Sayreville Housing for Seniors Corporation, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 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 there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS (N.J.S.A. 40A:11-16.7)

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) (a) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
(b) A contract subject to this section shall include the following suspension of work provisions:
 - (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 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 therefor.

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

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

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension. Page 39

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

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

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

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

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

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to

pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, “material change” means a character change which increases or decreases the contractor’s cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both. d. A contract subject to this section shall include the following change in quantity provisions:

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

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 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.

(5) 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”.

Model Public Works Bid Specification Language
Withdrawal of Bid
(N.J.S.A. 40A:11-23.3)

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

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

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Douglas G. Dzema, Executive Director
650 Washington Road
Sayreville, NJ 08872

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

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

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

Form of Bid
ADA Site Improvements at Gillette Manor Phase II

I have received the Contract Documents entitled "ADA Site Improvements at Gillette Manor" issued by the SHSC. I have examined all parts of the Contract Documents, including federal, state and local requirements, and all Addenda, if any. I have visited the site and have clear understanding of the Scope of Work for which I submit the following lump sum bid:

Base Bid Price: \$ _____

_____ dollars

(Write price in words)

NOTE: Base Bid Price is for **all** work to be completed as shown on the Drawings. Low bidder will be determined based on the lowest responsive and responsible bid. Base Bid Price shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

In submitting this bid, I agree:

To hold my bid open for **sixty (60)** days after bid opening.

1. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
2. To accomplish the work in accordance with the requirements of the Contract Documents.
3. To complete the work on time and to the quality required in the Contract Documents.

The undersigned acknowledges to have familiarized himself/herself/themselves with local conditions affecting the cost of the work, and with all documents pertaining to these Contract Documents.

Signature of Authorized Officer - Title

Date

Attest: _____

Date

Company Name of Bidder

Federal ID#

Street Address

City, State - Zip Code

Contact Name and Title

Telephone Number / Fax Number / Email Address

Sayreville Housing for Seniors Corporation

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: Sayreville Housing for Seniors Corporation

Re: _____
(Contractor)

(Project Description)

This is to certify that the _____
(Surety Company)

will provide to the Sayreville Housing for Seniors Corporation a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

(CONTRACTOR)

(Authorized Agent of Surety Company)

Date: _____

**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED
AGENT OR REPRESENTATIVE OF A SURETY COMPANY
AUTHORIZED TO DO BUSINESS IN NEW JERSEY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

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

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

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Sayreville Housing for Seniors Corporation

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 is cause for 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): _____

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	Home Address (for Individuals) or Business 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 non-corporate 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	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the SHSC 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 government agencies to notify the government agency 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 government agency to declare any contract(s) resulting from this certification void and unenforceable.

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

Sayreville Housing for Seniors Corporation

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

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

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with
full knowledge that the _____ relies upon the truth of the statements contained in said
(name of contracting unit)

Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

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

Subscribed and sworn to before me this day _____

Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Sayreville Housing for Seniors Corporation

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #:

VENDOR/BIDDER:

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal 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 nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR

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

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature

Date

Print Name and Title

Sayreville Housing for Seniors Corporation

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Sayreville Housing for Seniors Corporation

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Sayreville Housing for Seniors Corporation

SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

____ Check here if the bidding company will not be using any subcontractors.

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.

Name of bidding company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2022

Notary Public

(SEAL)

Sayreville Housing for Seniors Corporation

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? ____ years.

Subcontractor/consultant

Firm Name

Address

Contact Person

Telephone #

Fax #

Trade

State License #

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE SUBCONTRACTOR WITH THE BID.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this ____ day of _____, 2022

(SEAL)

Notary Public

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE SAYREVILLE HOUSING FOR SENIORS CORPORATION
(This form may be duplicated to include additional relevant contracts)

1.	<hr/>	<hr/>	<hr/>
	Company Name	Telephone #	Complete Date
	<hr/>	<hr/>	
	Address	Contact Person	
	<hr/>	<hr/>	
	City/State/Zip	Contract Amount	
2.	<hr/>	<hr/>	<hr/>
	Company Name	Telephone #	Complete Date
	<hr/>	<hr/>	
	Address	Contact Person	
	<hr/>	<hr/>	
	City/State/Zip	Contract Amount	
3.	<hr/>	<hr/>	<hr/>
	Company Name	Telephone #	Complete Date
	<hr/>	<hr/>	
	Address	Contact Person	
	<hr/>	<hr/>	
	City/State/Zip	Contract Amount	
4.	<hr/>	<hr/>	<hr/>
	Company Name	Telephone #	Complete Date
	<hr/>	<hr/>	
	Address	Contact Person	
	<hr/>	<hr/>	
	City/State/Zip	Contract Amount	
5.	<hr/>	<hr/>	<hr/>
	Company Name	Telephone #	Complete Date
	<hr/>	<hr/>	
	Address	Contact Person	
	<hr/>	<hr/>	
	City/State/Zip	Contract Amount	

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.

Bid for: ADA Site Improvements at Gillette Manor-Phase II

BIDDER ☐

SUBCONTRACTOR ☐

Name of Bidder or

Subcontractor: _____

Address: _____

It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least 3 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?

_____ Years.

How many years has your organization been performing the work required under this contract?

_____ Years.

If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a partnership, answer the following:

Date of Organization: _____

We normally perform _____ % of the work with our own forces. Describe the general character of work performed by your company.

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

What equipment to you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment you intend to lease or purchase.

Have you ever failed to complete any work awarded to you? If so, state the circumstances.

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

In what manner have you inspected the proposed project?

The work, if awarded to you, will have the personal supervision of whom?

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

Have you made contracts or received firm offers for all materials within price use regarding your proposal? Do not give names of dealers or manufacturers.

Give Trade references.

Give bank references.

Give full information concerning all of your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description

Contract Amount - Start Date - Completion Date

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:

(Individual's name)

THAT he is _____,

(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid for the ADA Site Improvements at Gillette Manor in Sayreville, NJ; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the SHSC in verification of the recitals contained in this questionnaire.

(Signature of Bidder)

Subscribed and sworn to before me, this ____ day of _____, 2022.

Notary Public

My Commission expires _____

BID DOCUMENT CHECKLIST*

Sayreville Housing for Seniors Corporation

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Document Checklist*	
<input type="checkbox"/>	One Original of the Entire Bid	
<input type="checkbox"/>	Bid Form	
<input type="checkbox"/>	Bid Guarantee	
<input type="checkbox"/>	Consent of Surety (with Power of Attorney for full amount of Bid Price)	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda (regardless of issuance of addenda)	
<input type="checkbox"/>	Statements and Qualifications of Bidders and Subcontractors (one for each bidder and subcontractor)	
<input type="checkbox"/>	Subcontractor Listing/Certification Form(s)	
<input type="checkbox"/>	Statement of Ownership Disclosure	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance**</i>	
<input type="checkbox"/>	<i>Business Registration Certificate**</i>	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Public Works Contractor Certificate (Prevailing Wage) for Bidder and Each Sub-Contractor	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	References	

***Submit this form as the first page of your bid and the
Bid Form as the second page.**

****Statutorily allowed to be provided with bid OR prior to execution of contract.**

Full Name (Print):_____ **Title:**_____

Signature:_____ **Date:**_____

ATTACHMENT A-FORM OF CONTRACT-DO NOT SUBMIT

ADA Site Improvements at Gillette Manor-Phase II

This AGREEMENT made this ____ day of _____ in the year ____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Sayreville Housing for Seniors Corporation
650 Washington Road
Sayreville, NJ 08872

hereinafter called the "Authority".

WITNESSETH that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for the ADA Site Work needed at Gillette Manor located at 650 Washington Rd., Sayreville, NJ 08872, as per the technical specifications and drawings outlined in Section II of the Contract Documents dated September 27, 2022 which are incorporated herein by reference and made a part hereof. The work shall minimally include the labor, materials and equipment for the specified site work demolition, installation of new concrete curbing, asphalt milling and paving, asphalt full depth repair and new installations, and site restoration in the existing parking lot.

Article 2. Term of Contract. The Contractor shall complete all work as specified within 40 days of Notice to Proceed.

Article 3. Scope of Work. The scope of work includes the labor, materials and equipment to perform all work per the technical specifications and drawing included in the Contract Documents which are incorporated by reference and made a part hereof.

Article 4. Performance of Work, Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

Contractor will schedule and perform the work between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless prior written permission is granted by the Authority to perform work at other times. The Contractor shall coordinate all his activities with the Authority. The Authority may charge to the contractor any additional costs for inspections or testing.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that

Sayreville ADA Site Improvements Phase II BID 2022

are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

The Contractor shall apply and pay for any applicable permits related to the work. Fees for Building permits issued through the City Code Enforcement office are waived. No final payments shall be processed without furnishing written documentation the work has been inspected and the Borough of Sayreville Code Enforcement Department has closed out the permit.

Article 5. Rates and Payments. The Authority shall pay the contractor a lump sum fee of _____ dollars and ____ cents (\$_____.____) after all (or periodic) work has been satisfactorily completed and tested. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. The invoice must be accompanied by certified payrolls for the period that is invoiced. Payment shall be due within 30 days of receipt of the invoice by the Authority. No payments shall be processed without attached certified payrolls covering payment period.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance, naming the Authority and engineer as additional insureds, showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days' prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award. Bidders shall be registered, however, at the time of the bid opening.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 9. Assignment of Contract. The Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority, does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

Article 9. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. Drawing;
3. Technical Specifications;
4. Invitation for Bids dated 9/27/22;
5. Bid submitted by the contractor dated 9/27/22;
6. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Douglas G. Dzema, PHM
Executive Director
Sayreville Housing for Seniors Corporation

SECTION II
TECHNICAL SPECIFICATIONS AND DRAWINGS
CENTER STATE ENGINEERING

Please direct all questions pertaining to this section to:

DSabey@PerthAmboyHA.org

AND

KMeade@CenterStateEngineering.com

The following technical specifications and drawings include:

TECHNICAL SPECIFICATIONS – 70 pages

DRAWINGS – 3 PAGES

The 2019 U.S. Customary English Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended and supplemented herein shall govern the construction of this project. These specifications can be accessed through the New Jersey Department of Transportation website at: <http://www.state.nj.us/transportation/eng/specs/2019/Division.shtml>

THE FOLLOWING DIVISION AND SECTIONS THERETO ARE ADDED:

DIVISION 000 – GENERAL REQUIREMENTS

SECTION 001 – BOUNDARIES OF THE WORK

The Contractor shall obtain from the Owner and/or Engineer all information regarding the areas that may be available for his operations and to what extent and for what period of time he may occupy same.

The Contractor shall obtain from the Municipality, County and/or NJDOT all required provisions to provide and maintain traffic along Municipal or County Roads and/or State or Federal Highways approaching or within the boundaries of the work. The Contractor shall comply with all requirements of these public agencies.

SECTION 002 – WORK IN BAD WEATHER

During freezing, stormy or inclement weather, the Contractor shall provide heat, shelter and other facilities as directed, required and necessary to maintain the progress schedule and all work shall be done in a manner to secure first class construction throughout.

SECTION 003 – CONTRACTOR'S OFFICE

Unless specifically waived in the Contract documents, the Contractor shall erect, furnish and maintain a field office, with a telephone at the site during the entire period of construction. The Contractor or an authorized agent shall be present at said office at all times while his work is in progress. Readily accessible copies of both the Contract documents, plans, and the latest approved working drawings shall be kept at said field office. This office shall be suitably heated and shall be equipped with proper sanitary facilities.

SECTION 004 – WATER AND ELECTRICITY

The Contractor shall unless specified, provide the necessary water supply at his own expense and shall pay for all water used.

The Contractor shall unless otherwise specified, provide, at his own expense, adequate temporary lighting and electrical power facilities if required for the proper prosecution and inspection of the work. If, in the opinion of the Engineer, these facilities are inadequate, the Contractor shall provide facilities which are satisfactory to the Engineer.

SECTION 005 – HEATING

The Contractor shall provide temporary heat, whenever required on account of work being carried on during cold weather and to prevent freezing of water pipes and other damage to the work. Heat shall be furnished when and as directed and at the Contractor's own expense.

SECTION 006 – TRAFFIC PROTECTION AND PARKING OF CARS

The Contractor shall protect all traffic and parked cars, when lawfully parked, and shall see to it that cars belonging to his workmen are parked in areas permitted by the municipal authorities.

The Contractor shall take particular care to provide access to property adjacent to the work area for ordinary traffic and emergency vehicles. Access to fire hydrants within the work area shall be kept clear and maintained at all times.

Unless expressly authorized in advance and in writing, the Contractor shall maintain a minimum of one lane of traffic through the project areas controlled by competent Flagmen as necessary. Immediate clearance through the

project area shall be furnished for fire/rescue/police vehicles and school buses. If necessary, work shall be temporarily suspended to permit the immediate passage of fire/rescue/police or other emergency vehicles and/or school buses.

Local and through traffic shall be maintained at all times unless the Owner approves a detour route for a duration of time.

Whenever it is necessary to maintain only a single line of traffic, the Contractor shall furnish and employ sufficient competent traffic directors during the day and night to adequately guide and protect traffic.

The Contractor will be required to prevent the formation and flying of dust to the satisfaction of the Engineer by the use of water or chemicals.

The Contractor shall erect and maintain barricades, danger signals and warning signs at working sites, closed roads, intersections and other places of danger to traffic or to the completed work as directed and approved by the Engineer. Each barricade shall be provided with a minimum of three red flashing lights, battery operated, that are not more than five feet apart.

Where specific detour routes or traffic protection signs and equipment are specified or required by the plans, the Contractor will provide same along with all other signage, equipment and flagmen necessary to satisfactorily protect and safely coordinate traffic.

Vehicular and pedestrian traffic on streets shall be maintained and protected at all times. All operations in or adjacent to streets, sidewalks, and walkways shall be conducted and controlled accordingly.

The Contractor shall, for the protection of the traveling public and his personnel, familiarize himself and adhere strictly to the requirements of these Specifications and to the requirements of Title 39, the Motor Vehicle Code of the State of New Jersey, wherever it shall pertain to necessary and required precautionary measures regarding the type of work being done.

The cost of protection of traffic as above described shall be included in the prices bid for the various items scheduled in the Proposal.

SECTION 007 – SURFACE DRAINAGE

The Contractor shall furnish all necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any surface drainage occurring during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the prices bid for the various items scheduled in the Proposal.

SECTION 008 – FINAL CLEANING

At the conclusion of the work, all erection plant, tools, temporary structures, and materials belonging to the Contractor shall be promptly taken away, and he shall remove and promptly dispose of all water, dirt, rubbish, or any other foreign substances.

The Contractor shall thoroughly clean all equipment and materials installed as part of the project and shall deliver over such materials and equipment undamaged in a bright, clean, polished, and new appearing condition.

SECTION 009 – PROTECTION OF EXISTING ROADWAYS

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or owner.

The Contractor shall provide for the removal of all dirt spilled from the trucks on existing pavements over which it is hauled, or which is washed or otherwise deposited thereon by reason of his work. Whenever, in the opinion of the Engineer, the accumulation is sufficient to cause the formation of mud, interfere with drainage or to create a traffic hazard, all work shall cease until satisfactory conditions are established upon existing pavements.

The Contractor shall be responsible and provide for the sweeping of streets on a daily basis.

Costs incidental to the maintenance of existing roadways as herein described, shall not be paid for under any specific item but shall be included in the unit prices bid for the various items contained in the Proposal. In the event that the Contractor fails to maintain safe traffic and job conditions, the Municipality may, hire guards or take such precautions to safeguard traffic, and the cost of same shall be deducted from payment due the Contractor.

SECTION 010 – CARE OF PUBLIC AND PRIVATE PROPERTY

The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. This applies to the public utilities, railroads, trees, monuments, fences, pipe and underground structures, public streets (except natural wear and tear of streets resulting from legitimate use thereof by the Contractor), and wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a first class condition by the Contractor and at his own expense.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, upon forty-eight hours notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any moneys due or which may become due the Contractor under this Contract.

Nothing in this clause shall prevent the Contractor from receiving proper compensation for his costs incurred because of the removal or replacement of any public or private property, when this is made necessary by alteration of grade or alignment, or any such work authorized by the Owner, provided that such property has not been damaged through fault of the Contractor, his employees, or agents.

SECTION 011 – ACCIDENT PREVENTION AND FIRST AID

Precautions shall be exercised at all times for the protection of persons and property. The safety provisions and applicable laws, building and construction codes shall be observed. Machinery and equipment shall be guarded and all hazards eliminated in accordance with safety provisions of Construction Industry OSHA Safety and Health Standards (29CFR 1926/1910), including amendments and supplements to date, published by the US Department of Labor, Occupational Safety and Health Administration, to the extent that such provisions are not in contravention of applicable law. The Contractor shall provide suitable barricades, red lights, “Danger” or “Caution” signs and watchmen at all places where the work constitutes in any way a hazard to the public or workmen.

The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first-aid kit and shall provide ready access thereto at all times during the performance of work.

SECTION 012 – CONTRACTOR’S SIGNS

The Contractor shall erect and maintain safety signs, temporary barricades, temporary fences, and take all precautions to guard against all dangers and hazards, as are necessary in the interest of the public health and safety.

Signs shall be of suitable size to be readily seen and shall be black letters on orange background. Barricades, drums and like items shall be standard orange and white striped. Warning and detour signs, barricades and other safety devices shall be reflectorized or lighted, and maintained in good working condition.

Unless specifically indicated otherwise in the Contract documents or on the Plans, signs shall conform to standards of the most recent edition of the Manual on Uniform Traffic Control Devices.

SECTION 013 – WATCHMEN AND FLAGMEN

Watchmen and/or flagmen shall be furnished by the Contractor and shall be on duty at the project site, as appropriate, to carry out the Contractor’s responsibility for safety and protection.

SECTION 014 – INSPECTION

During the progress of the work and up to the date of final acceptance, the Contractor shall, at all times, afford the representatives of the Owner every reasonable, safe and proper facility for inspecting the work done or being done at the site. The inspection of any work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory work as herein specified. Finished or unfinished work found not to be in strict accordance with the Contract shall be replaced as directed by the Engineer.

Failure or neglect on the part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply an acceptance of such work or materials. If it becomes evident at any time prior to the final acceptance of the work by the Owner, neither shall it be construed as barring the Owner at any subsequent times, from

the recovery of damages nor of such a sum of money, as may be needed, to build anew any portion of the work in which fraud was practiced or improper materials hidden, or used, wherever found.

SECTION 015 – NOTICE OF INSPECTION TO BE GIVEN BY THE CONTRACTOR

Work performed under this contract may require special inspection by the Engineer and/or his inspectors. The Engineer will specify the items requiring special inspection to the Contractor during the course of the work. Prior to proceeding with the specified items, the Contractor shall give two working days written notice to the Engineer, for the purpose of scheduling and providing inspection services.

SECTION 016 – PROJECT PHOTOGRAPHS

If required by terms of the proposal and Contract Agreement, the Contractor shall provide three sets of acceptable, unretouched 8"x10" glossy, mounted, properly identified pre-construction, progress, and final construction project photographs comprising not less than the total number of individual prints stipulated in the Special Conditions. All project photographs must identify the project name, location, photograph number, progress state, and description of the photograph.

Project photographs shall be delivered to the Engineer in accordance with the schedule outlined in the Special Conditions.

Project Photographs will be measured and paid under the item Project Photographs only to the extent that such items are scheduled in the Proposal. Project Photographs for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 017 – EXISTING UTILITIES

The Contractor shall notify the following utility companies as specified in subsection 105.07:

Verizon

777 Parkway Avenue
Trenton, New Jersey 08618

Comcast Cable

90 Lakes Drive
Hightstown, New Jersey 08520

Elizabethtown Water Company

C/o Anne R. Matthews
System Development Representative
1341 North Avenue
Plainfield, New Jersey 07061

New Jersey American Water Company

C/o R.H. Bardenhagen, Distribution Superintendent
100 James Street
Lakewood, New Jersey 08701

Public Service Electric & Gas

150 How Lane
New Brunswick, New Jersey 08901
Tel: (908) 247 7000

Jersey Central Power & Light

PO Box 203
Allenhurst, New Jersey 07709

Tel: (800) 662 3115

Bell Atlantic Telephone Company

Dial operator – ask for 648, official 40

Transcontinental Gas Pipeline Corp.

3200 South Wood Avenue

Linden, New Jersey 07036

Tel: (908) 862 8600

AT&T Communications

4260 US Highway Route 1

Monmouth Junction, New Jersey 08852

Tel: (908) 329 3410

New Jersey Natural Gas Company

1415 Wyckoff Court

Wall, New Jersey 07719

Tel: (908) 938 1000

SECTION 018 - GENERAL

018.01 AUTHORIZATION OF CONTRACT

The contract for this project is authorized by the provisions of the Local Public Contracts Law, NJSA 40A:11-1 et seq.

018.02 WAGE RATES

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

State wage rates may be obtained from the New Jersey Department of Labor (609 292 2259). The State wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150, Laws of 1963 (NJSA 34:11-56.25 et seq.).

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

018.03 DISQUALIFICATION

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted to firms or individuals included in the State of New Jersey Consolidated Debarment Report maintained by the Department of Treasury, Division of Building and Construction, Bureau of Contractor Prequalification. The Contractor must certify that neither the individual, partnership, corporation, or limited liability corporation, nor any of its corporate officers, stockholders, partners, or members are collectively or individually suspended, debarred, proposed for debarment, disqualified, declared ineligible, or voluntarily excluded from doing business by this or any other State or sub-division thereof or listed in the Federal Government's General Services Administration document, List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

018.05 SPECIFICATION REVISIONS

Whenever any division, section, subsection, subpart or subheading is amended by such terms as "changed to", "deleted" or "added" it is construed to mean that it amends that division, section, subsection, subpart or subheading of the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction unless otherwise noted.

018.06 REFERENCES

Whenever reference to a page number is made, it is construed to refer to the 2019 New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction unless otherwise noted.

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

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

SECTION 019 – SANITARY SEWER - BYPASS PUMPING

The existing sanitary sewer pump station and collection system shall remain operational during the entire course of the project and construction operations. The Contractor shall provide temporary bypass pumping for sanitary sewers on account of work being carried out on the existing pump station, and collection system for the duration of the project. Method of temporary bypass pumping shall be as approved by the Engineer.

DIVISION 100 – GENERAL PROVISIONS

SECTION 101 – GENERAL INFORMATION

101.02 ABBREVIATIONS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

AIEE	American Institute of Electrical Engineers
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
CFS	Cubic feet per second
GPD	Gallons per day
GPM	Gallons per minute
MGD	Million gallons per day
NBS	National Bureau of Standards
NJSHDSS	New Jersey State Highway Department Specifications, 1983 (as amended)
USS Gage	United States Standard Gage

101.03 TERMS

THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBSECTION:

For brevity, some sentences are incomplete and such words and phrases as “the contractor shall”, “in conformity there-with”, “shall be”, “as noted on drawing”, “according to the drawings”, “a”, “an”, “the”, and “all” which clutter up most specifications are sometimes omitted. They shall be supplied by the reader.

Approvals, etc., wherever the words “approved”, “satisfactory”, “direct”, “submitted”, “inspected”, or similar words or phrases are used, it shall be assumed that the word “Engineer” or one of their representatives follows the verb as the object of the clause, and as “approved by the Engineer” and “submitted to the Engineer”. References to the Standard Specifications or manufacturer’s installation directions shall mean to the latest edition thereof, as published prior to the date of the agreement unless otherwise indicated.

THE FOLLOWING TERMS ARE ADDED TO THIS SUBSECTION:

acceptable. Implies judgment by the Architect/Engineer.

approved. See approval

approved equal. Any equipment, item or material approved by the Architect/Engineer as equivalent to the specified equipment, item or material.

Commissioner. Shall imply Owner of the project.

concealed. Work which is not exposed to view when the project is complete.

delivery. Unloading and storing at the site.

Engineer. The Owner's Engineer or his duly authorized representative.

equal to. Implies judgment by the Architect/Engineer

exposed. Work which remains exposed to view when the project is complete.

furnish. Supply and deliver to the job.

Federal Specifications. Federal Specifications issued by Federal Supply Service of the General Services Administration, Washington DC.

Governmental. All municipal, state and federal government agencies.

install. Complete erection and connection of work.

Owner. The contracting agency as stipulated in the Contract

pipng. Pipe and all fittings, valves, hangers and other accessories related to piping.

provide. See furnish and install.

proper. Implies judgment by the Architect/Engineer.

State Police. The Police Department of Jurisdiction (Local, County, etc.)

125 LB. American Standard. American Standard (ASA B16.1-1948) for Cast Iron Pipe Flanges and Flanged Fittings, Class 125

Traffic. Movement of vehicles and/or pedestrians.

THE FOLLOWING TERMS WITHIN THIS SUBSECTION ARE AMENDED:

Department. Shall imply Owner of the project.

Department Lab. The testing lab under contract to the Owner or any other testing Lab specified in the Supplemental Specification.

Interagency Engineering Committee. Delete all reference to this committee in the specifications.

ME. The Engineer or his duly authorized representative.

RE (aka Resident Engineer). The Owner's Engineer or his duly authorized representative.

State. Shall imply Owner of the project.

101.04 INQUIRIES REGARDING THE PROJECT

THIS SUBSECTION IS CHANGED TO:

Inquiries regarding the various types of work of the contract shall be directed to the Office of the City Engineer at 481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831 (Tel. 732 605 9440) or such other individuals as may hereafter be designated.

Before and after award of contract all inquiries shall include the following:

- A. Name of Company or Bidder.
- B. Telephone number, fax number, and contact person for inquiry.
- C. Specifics of the inquiry, including anticipated impacts or results.

The Owner will not be responsible for verbal answers to bidders' inquiries. Should any bidder be in doubt as to intent of the Contract Documents, they shall notify the Engineer by writing to the address listed above. The deadline for submitting inquiries is 12:00 noon, 5 days before opening of bids.

Inquiries received prior to the time listed above will be investigated and, if it is determined that a change or response is necessary; an addendum or clarification will be issued to all prospective bidders that purchased the bid documents.

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

SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

THIS SECTION IS DELETED IN ITS ENTIRETY:

SECTION 103 – AWARD AND EXECUTION OF CONTRACT

THIS SECTION IS DELETED IN ITS ENTIRETY:

SECTION 105 – CONTROL OF WORK

105.05 WORKING DRAWINGS

THIS SUBSECTION IS CHANGED TO:

The Contractor shall promptly prepare and submit layout, detail, and shop drawings for such parts of the work as specified hereafter under the specifications for all materials, workmanship and Contract Items. These drawings will be known as "Working Drawings".

The drawings shall be numbered to coincide with the division, section and article of the specifications related to same and consecutively numbered for all individual drawings for a particular item or items related to the particular division, section and article and shall accurately and distinctly present the following:

- A. All work and erection dimensions.
- B. Arrangement and sectional views.
- C. Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- D. Kinds of materials and finished.
- E. Parts list and description thereof.

Each drawing shall be dated and shall contain the name of the project, contract number. Contract item and paragraph number, names of equipment or materials, and the locations at which the equipment or materials are to be installed in the work. The Engineer may decline to consider any working drawing that does not contain complete data on the work and full information on related matters.

If the working drawings show departures from the Contract requirements, the Contractor shall make specific mention thereof in his letter of submittal and on the subject drawing or drawings. Otherwise, approval of such submittals shall not constitute approval of the departures. Approval of the drawings shall constitute approval of the subject matter thereof only and not of any structure, materials, equipment or apparatus shown or indicated. The approval of drawings will be general and shall not relieve the Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract and not indicated on the drawings. No work called for by working drawings shall be done until the said drawings have been approved by the Engineer.

The procedure in seeking approval of working drawings shall be as follows:

- A. The Contractor shall submit for approval two prints and one reproducible sepia copy, or four prints in the case of manufacturer's catalogue "cuts" and similar items, of each of the drawings to the Engineer. The submission of drawings shall be accomplished by letter of transmittal containing the name of the project, the name of the Contractor, the number of drawings, titles, and other requirements.
- B. The Engineer shall review and either approve or reject all working drawings submitted thereto within 14 days of receipt of same.
- C. When a drawing is satisfactory to the Engineer, it will be stamped "No Exceptions Taken", be dated, and three copies thereof will be returned to the Contractor by letter.
- D. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return three copies thereof to the Contractor with the necessary corrections and changes indicated. The Contractor must make such corrections and changes and again submit the appropriate number of copies for approval by the Engineer. The Contractor shall revise and resubmit the working drawings as required by the Engineer, until "No Exceptions Taken" thereof is obtained.
- E. The submission and return of working drawings may be made via email if mutually agreed upon by the Contractor and Engineer. Any email submission and return of working drawings shall incorporate the above referenced items in pdf or other applicable format as mutually agreed upon by the Contractor and Engineer.

105.07.01 Working in the Vicinity of Utilities

THE WORDS "SPECIAL PROVISIONS" IN THE FIRST SENTENCE IS CHANGED TO:

Section 017

105.07 COOPERATION WITH UTILITIES

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

105.07.03 Protection and Replacement of Subsurface Structures and Utilities

The Contractor is required to fully inform himself as to the nature and location of existing utilities within the project area, all location of actual or potential interference, and coordinate the activities of affected utilities regarding any necessary temporary or permanent relocation to minimize possible or actual delay to planned progress.

The plans may show certain but not all subsurface structures known to exist in the working area. The Contractor shall particularly note that the indicated locations of subsurface water, gas, electric, telephone, sewerage and drainage systems in the area may be quite different from their actual locations and that there may be some subsurface structure or utility encountered that is not shown on the plans. Therefore, it shall be his responsibility to proceed with caution in executing the work, so as to prevent undue interruptions of utility service to property owners and damage to structures or utilities, or injury to workmen or others.

The Contractor will be held responsible for all damages to all utilities or other underground or surface structures whether or not that are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged as a result of operations under this contract.

In the event that underground structures or utilities are disclosed by the Contractors' operations that occupy the same space as required by installations under this Contract, the Contractor shall notify the Engineer and await his orders concerning the removal and replacement of said structures or utilities. The procedures regarding compensation in this event will be as follows:

- A. When the utility company will remove and relocate the structure or utility at its own expense and with its own forces, no compensation therefore will be due the Contractor.
- B. Where the utility company will not assume the expense but exercises its right to perform the work with its own forces, the Contractor shall pay the cost incurred upon being presented with a bill for same, and will, in turn, be reimbursed by the Owner for the amount paid thereon plus five percent.
- C. Where the Contractor has to perform the work of removal and relocation with his own forces, he shall be reimbursed for Extra Work as set forth in the conditions of the Contract. This provision shall likewise apply to instances under items A and B above, where the Contractor's forces or equipment are required for only a portion of the work.

Wherever gas mains, petro-chemical mains, electrical or heating ducts, electric, telephone, or telegraph poles or ducts, private or municipal water mains are encountered and service may be interrupted, the Contractor shall keep the Owner, utility company or department fully informed in advance of any changes he desires to make. The Contractor shall cooperate with the utility company or department in the removal, relocation, and replacement of such structures, so as to avoid all unnecessary interruption of service. He shall arrange with the owners of the utilities for this work to be done.

If, in the opinion of the Engineer, it is necessary to install temporary lines, to prevent interruptions in utility service to residents, the Contractor shall install or have installed the temporary lines necessary to provide service. He shall maintain and protect such lines during the course of the work and shall remove them when permanent connections have been made unless otherwise directed by the Engineer. The costs therefore shall be assumed by the Contractor in all cases excepting only where the structure or utility requiring such temporary replacement, occupies the same space as that needed for installations under this Contract, in which event the procedures for compensation listed under A, B, and C in this section will be followed.

All work shall be performed to the satisfaction of the Engineer.

Where the Owner's storm drains, sewer lines, or water mains are encountered and repair, replacement, or relocation is necessary before work can proceed, the Contractor shall carry out the work promptly as directed by the Engineer.

105.10 USE OF EXPLOSIVES

THE FOLLOWING PARAGRAPH IS ADDED AT THE END OF THIS SUBSECTION:

The use and storage of explosives within the project limits is strictly forbidden on this project.

SECTION 106 – CONTROL OF MATERIAL

106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All imported aggregates and topsoil materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

106.03 FOREIGN MATERIALS

THIS SUBSECTION IS CHANGED TO:

During the course of this contract, the Contractor agrees to use, supply or deliver only such manufactured articles, materials and supplies that have been manufactured in the United States substantially from articles, materials and supplies mined, produced or manufactured in the United States, wherever feasible.

In the event foreign materials are to be utilized on the project, the Contractor shall notify the Engineer, in writing, of the foreign materials and quantities to be utilized on the project. This notification shall include country of origin and rationale for their use. Material cost is an unacceptable rationale for foreign material use. Within 14 days of receipt of the written notification from the Contractor, the Engineer shall either approved or deny the Contractors' request.

106.04 MATERIALS QUESTIONNAIRE

THIS SUBSECTION IS CHANGED TO:

Submit material cut sheets for review and approval by the Engineer for all materials to be utilized on the project. Submission, review and approval of material cut sheets will be as specified in 105.05. Payment for materials installed will not be made until an approved materials cut sheet is achieved by the Contractor. Any materials installed, which are deemed unacceptable by the Engineer, must be removed and replaced with approved materials at no additional cost to the Owner.

106.09 SUBSTITUTES FOR PROPRIETARY ITEMS

THIS SUBSECTION IS CHANGED TO:

If material or equipment is specified in the Contract by using the name of a proprietary item or the name of a particular supplier, the Contractor may propose a substitute, also known as an alternate and/or equal product, except when the Special Provisions state that no substitution is permitted. Substitute products and/or manufacturers will not be prequalified prior to bid award. All bidders shall use the specified product for bidding purposes.

Upon award of the contract, the Contractor may request the use of substitute products. To request approval for using a substitute item of material or equipment, submit a written request to the Engineer including the following:

1. Certification that the proposed substitute performs the functions and achieves the results called for by the design, is similar and of equal substance to that specified, and is suited to the same use as that specified.
2. Details or catalogue cut sheets on the material properties of the substitute.
3. A statement that the evaluation and approval of the proposed substitute does not hinder the Contractor's ability to complete the Contract.
4. A statement that the proposed substitute for use in the Work does not change or modify the Contract.
5. Difference between the proposed substitute from that specified.
6. Manufacturer's recommendations, maintenance requirements, and repair or replacement requirements for the substitute.

Submit additional information as requested by the Engineer to assist the Engineer's evaluation. The Engineer will evaluate the request and notify the Contractor in writing of approval or rejection of the proposed substitute. The Engineer has the right to require the Contractor to provide, at no cost to the Owner, a special performance guarantee or other bond with respect to a substitute.

If, during the use of the substitute material or equipment, the Engineer determines that the work produced is not in conformance with the Contract, immediately discontinue the use of the substitute and complete the remaining work with the specified material or equipment. Remove the deficient work and replace it, or take corrective action as directed

by the Engineer. The Owner will not make payment or modify Contract Time to remove and replace work resulting from an authorized substitution.

Any cost savings due to the use of substitute products will be administered as specified in 104.02.

SECTION 107 – LEGAL RELATIONS

107.11.02 General Insurance

THIS SUB-PART IS CHANGED TO:

The Contractor shall provide and maintain insurance as indicated in the Contract documents. Proof of insurance shall be submitted as part of the Contract execution process to the satisfaction of the Owner and Engineer.

SECTION 108 – PROSECUTION AND COMPLETION

108.01 SUBCONTRACTING

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

The Contractor is responsible for the work performed by subcontractors. Ensure that no work is performed by a subcontractor prior to receiving written approval from the Owner for each subcontractor. Submit requests for approval to subcontract to the Owner at least 20 days before the anticipated start of the work with the following:

SUB-PART 1 (VALUES AND QUANTITIES), ITEM B IS DELETED FROM THIS SUBSECTION:

PARAGRAPH 2 OF SUB-PART 1 (VALUES AND QUANTITIES) IS DELETED FROM THIS SUBSECTION:

108.02 COMMENCEMENT OF WORK

PARAGRAPHS ONE THROUGH FIVE ARE DELETED FROM THIS SUBSECTION:

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Upon award of the Contract by the Owner, a copy of the resolution awarding the contract will be provided to the Contractor. Upon execution of the Contract by the Owner and Contractor, a pre-construction conference will be held and the Contractor will be authorized to order materials, which have been approved by the Engineer. The Contractor shall have the entire project completed within the time frame stipulated in the Form of Contract.

Construction operations shall commence within 10 days of the date of the Notice to Proceed and shall continue without interruption until the work is completed. Failure to commence construction operations within 10-days shall constitute a default for which the Owner may take whatever action is deemed appropriate under the Contract.

108.04 WORK SITE AND STORAGE

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Any additional space that the Contractor may require for construction operations shall be procured by the Contractor at his own expense. In the event private lands are leased by the Contractor, a copy of the lease agreement shall be provided to the Engineer. Upon completion of all work and prior to the release of retainage, the Contractor shall provide the Engineer a copy of a letter of release from the property owner of any leased lands that the site has been restored in a satisfactory manner.

108.05.02 Safety Program

IN THE FIRST SENTENCE OF THE SECOND PARAGRAPH, DELETE THE PHRASE:

“...for approval...”

108.06 NIGHT OPERATIONS

THIS SUBSECTION IS CHANGED TO:

Night operations comprise work performed from 30 minutes before sunset to 30 minutes after sunrise. Night operations will not be permitted for this project.

108.07.02 Changes to the Traffic Control Plan (TCP)

IN THE FIRST SENTENCE OF THE FIRST PARAGRAPH, ADD THE PHRASE:

“...at least 14 days before the change is needed.”

108.08 LANE OCCUPANCY CHARGES

THIS SUBSECTION IS DELETED:

108.10 CONTRACT TIME

IN THE SECOND SENTENCE OF THE FIRST PARAGRAPH, DELETE THE PHRASE:

“...Special Provisions.”

AND SUBSTITUTE THE PHRASE:

“...Contract Documents.”

THE SECOND PARAGRAPH OF THIS SUBSECTION IS DELETED:

108.15.01 For Convenience

THIS SUB-PART IS DELETED:

108.15.02 For Cause

THE SIXTH PARAGRAPH OF THIS SUB-PART IS CHANGED TO:

If the Owner’s termination for cause is found by a court to be legally improper, the Owner will rescind the termination for cause and proceed with the work in accordance with the Contract Documents.

108.16 PARTIAL ACCEPTANCE

THIS SUBSECTION IS CHANGED TO:

Partial acceptance of completed portions of the work will not be provided. During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The Contractor shall take proper precautions to protect the finished work from loss or damage, pending completion and the acceptance of all the work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the Contractor shall forthwith repair, replace and make good the work without additional compensation or extension of time therefore, except as may be otherwise provided herein

SECTION 109 – MEASUREMENT AND PAYMENT

109.01 MEASUREMENT OF QUANTITIES

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

All items will be designated as Measured Items or Proposal Items. Proposal Items will consist of all items paid on a lump sum basis. All other items will be designated as Measured Items. The Engineer will measure quantities of Measured Items for payment.

THE EIGHTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

The Engineer will measure proposal items designated as “if and where directed” for payment only when the Engineer has directed the Contractor to utilize these items within the work.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

For measured quantities that are measured by the linear-foot or yard, the quantity will be calculated by the total installed length.

109.02 SCOPE OF PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION

Payment will be made under the items listed in the “Measurement and Payment” Subsection only to the extent that such items are scheduled in the Proposal. In the event no item is scheduled in the Proposal, payment will not be made and all costs related thereto will be included in the various items scheduled in the Proposal.

109.05 ESTIMATES

THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

The Owner will make monthly payments to the Contractor for work performed and for materials delivered, specified in 109.06. The Engineer will calculate each monthly payment based upon a pay estimate provided by the Contractor, which shall include the quantity of work performed for each item contained in the Proposal. The quantities provided in the estimate may be approximations and may not be based on as-built quantity measurements. If not otherwise described in the Contract, the Engineer will review the pay estimate and advise, in writing, if acceptable or if revisions or supporting data is required. Revisions to the pay estimate are the responsibility of the Contractor. Upon approval of the pay estimate, same will be processed for payment in accordance with the Contract Documents. The Owner will establish the date of the month that the estimate is to be processed for payment.

THE SECOND SENTENCE OF THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Before the issuance of each payment, the Contractor shall provide written certification that:

THE SECOND SENTENCE OF THE SIXTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

The certification will not be accepted unless accompanied with all required documents for payment.

THE ELEVENTH PARAGRAPH OF THIS SUBSECTION IS DELETED:

THE THIRTEENTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Following project completion and posting of a satisfactory maintenance bond by the Contractor, funds held in retainage by the Owner will be paid to the Contractor upon receipt of a written request for same. Payment for retainage will be accomplished by payment under the next monthly payment.

109.07 BONDS POSTED IN LIEU OF RETAINAGES

THIS SUBSECTION IS DELETED:

109.08 AS-BUILT QUANTITIES

THIS SUBSECTION IS CHANGED TO:

As-built quantities will be based upon material quantities utilized for completion of the project. As-built quantities will be measured as specified in 109.01 and as-built drawings, if required by the Contract Documents.

109.10 CONTRACTOR’S COMPLIANCE WITH NJSA 34:11-56.25, ET SEQ.

IN THE FIRST SENTENCE, DELETE THE PHRASE:

“...on a form provided by the Department...”

109.11 FINAL PAYMENT AND CLAIMS

THE SECOND SENTENCE OF THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

After Acceptance, the Contractor will prepare a final pay estimate, based upon as-built quantities, and present same to the Engineer for review and approval as specified in 109.05. When acceptable, same will be processed for payment in accordance with the Contract Documents.

THE FIRST SENTENCE OF THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Within 7 days after approval of the proposed final certificate, the Contractor shall submit a release or conditional release to the Owner.

DIVISION 150 – CONTRACT REQUIREMENTS

SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

151.03.01 Performance Bond and Payment Bond

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Contractor shall provide an acceptable performance bond and payment bond to the Owner within 15 days of the date of Award or Conditional Award.

151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Performance Bond and Payment Bond will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Performance Bond and Payment Bond for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 152 – INSURANCE

152.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Insurance of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Insurance of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 153 – PROGRESS SCHEDULE

153.03 PROCEDURE

THIS SUBSECTION IS CHANGED TO:

Within fifteen days after the award of the Contract, the Contractor shall submit in writing a proposed construction schedule that clearly shows how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when each part of his work will be completed. The work under this Contract shall, in general, be scheduled such that all work will be coordinated with work by others on adjacent contracts, if any.

The Contractor shall accompany this schedule with a list of delivery dates for materials and equipment to be utilized for the project.

Within 14 days, the Engineer will review the proposed construction schedule and approve or reject the submission. If rejected, the Contractor will revise and resubmit the construction schedule, within 7 days, to the Engineer for review and approval. The Engineer will review the revised submission and approve or reject the resubmission within 7 days.

The construction schedule may be adjusted and revised as the work progresses. All revisions to the construction schedule must be approved by the Engineer.

The construction schedule will be utilized by the Contractor and Engineer to guide and monitor the course of work, respectively. Strict adherence to the construction schedule is required.

In the event all or part of the work of the Contract will be substantially delayed by the extremes of winter weather, the Contractor shall anticipate such delays and prepare the original construction schedule in a manner that will minimize the overall effect of such anticipated weather delays, and shall periodically update the construction schedule in accordance with actual weather delays experienced to that date and anticipated for any subsequent period.

153.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Progress Schedules of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Progress Schedules of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 154 – MOBILIZATION

154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Mobilization will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Mobilization for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 155 – CONSTRUCTION FIELD OFFICE

155.03.01 Field Office

THE FOLLOWING ADDED AT THE BEGINNING OF THE FIRST PARAGRAPH OF THIS SUB-PART:

The Contractor shall provide a construction field office as indicated on the plans and stipulated in the Contract Documents.

SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS

157.03.01 Construction Layout

THE THIRD PARAGRAPH OF THIS SUB-PART IS CHANGED TO:

If a monument, marker, control point, bench mark or other reference point is disturbed or removed without approval of the Owner and/or Engineer, re-establishment of these items is the responsibility of the Contractor at no additional cost to the Owner. The expense of rectifying work improperly installed due to not maintaining or protecting or for removing without authorization such established points, stakes and marks shall be the responsibility of the Contractor. Replacement of disturbed or destroyed Principal reference points shall be completed by a NJ Licensed Land Surveyor, acceptable to the Owner and Engineer, at the Contractor's expense.

THE SECOND SENTENCE OF THE FOURTH PARAGRAPH OF THIS SUB-PART IS CHANGED TO:

Perform layout under the direct supervision of a NJ Licensed Land Surveyor employed by, or retained by the Contractor as the work progresses. Locate layout stakes to cause minimal inconvenience to the prosecution of the work as possible.

THE FOLLOWING IS ADDED TO THE NINTH PARAGRAPH OF THIS SUB-PART:

Provide grade stakes and sheets for the layout and grading of all portions of the work, including, but not limited to; curbs, pavement surfaces, structures, manholes, inlets, valves, utility/light poles, and fences.

THE FOLLOWING IS ADDED TO THIS SUB-PART:

Provide layout from coordinates (station/offset or northing/easting) as provided on the construction plans.

Provide and maintain all stakes and other such materials along with assistance, including qualified helpers, as may be required for setting line and checking grade marks.

Provide grade sheets to the Engineer at least two working days in advance of the time same will be needed for review. Inform Engineer of daily work schedules so that all necessary measurements may be made for record and payment with a minimum of inconvenience to the Engineer or of delay to the Contractor.

It is the intention not to delay the work for the giving of lines and grades, but, when necessary, working operations shall be suspended for such reasonable times as Contractors' surveyor may require for this purpose.

157.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Construction Layout, Monument and Monument Box will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Construction Layout, Monument and Monument box for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL

158.03.02 SESC Measures

THE FOLLOWING IS ADDED TO THIS SUBPART:

Construct, and maintain all SESC measures in conformance with details provided on the plans and requirements of the local Soil Conservation District and the Standards for Soil Erosion and Sediment Control in New Jersey revised and adopted July 1999, and the latest revisions thereof. In the absence of these items or at the direction of the Engineer, Soil Erosion and Sediment Control measures shall conform to requirements of this Section.

THE FOLLOWING SUBHEADINGS ARE ADDED TO THIS SUBPART:

21. Dust Control. Employ construction methods and means that keep flying dust to a minimum. Sprinkle water within all affected work areas within the project limits along with adjacent roads, streets and other areas requiring dust control for construction operations. Alternate methods of dust control may be provided by the Contractor if approved by the Engineer. All dust control methods utilized shall adhere to requirements of the local Soil Erosion and Sediment Control District.

22. Additional SESC Measures. Provide additional SESC measures not included on the plans as required and directed by the Engineer to conform to requirements and inspections performed by the local Soil Conservation District.

THE FOLLOWING SUBPART IS ADDED:

158.03.04 Maintenance of SESC Measures

Maintain all SESC measures during the construction season, winter months and other times of the project until project completion. Inspect all SESC measures immediately after each rain event. Immediately provide any corrective work or replacement of SESC measures, as required, to return SESC measures to their proper function. Provide corrective work to SESC measures as directed by the Engineer.

158.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Soil Erosion and Sediment Control	Lump Sum

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Soil Erosion and Sediment Control measures of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Soil Erosion and Sediment Control measures of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Soil Erosion and Sediment Control measures to be paid on a lump sum basis will be made at 25-percent of the lump sum price bid upon delivery, placement and approval of the devices with the balance prorated over the duration of the Contract.

Separate payment for temporary seeding will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for maintenance of SESC measures depicted on the project plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 159 – TRAFFIC CONTROL

159.01 DESCRIPTION

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

This Section describes the requirements for implementing temporary and permanent controls to protect vehicular and pedestrian traffic.

159.02 MATERIALS

159.02.01 Materials

THE FOLLOWING ARE ADDED TO THIS SUBPART

Concrete.....	903.03
Reinforcement Steel.....	905.01
Steel Alloy Pipe.....	909.02.07

159.03.02 Traffic Control Devices

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH AFTER THE FIRST SENTENCE:

Place traffic control devices where shown on the plans, required by the contract documents, required by construction operations or as directed by the Engineer or Owner's designee responsible for traffic control.

159.03.02 Traffic Control Devices

1. Construction Signs

THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBHEADING:

Unless otherwise shown on the plans, prior to any work which may affect vehicle or pedestrian traffic, place the following signs at an appropriate location for each work area for each direction of traffic:

- Construction Sign W20-1 (Ahead)
- Construction Sign G20-2A (End)

Construction Signs W99-2 are only required when shown on the plans or specifically required in the Special Provisions.

3. Flashing Arrow Board.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Provide flashing arrow boards at the locations indicated on the plans.

4. Portable Variable Message Sign (PVMS).

THE FIRST SENTENCE OF THIS SUBHEADING IS CHANGED TO:

Place the PVMS at the locations designated on the plans or as directed by the Engineer.

159.03.08 Traffic Direction

B. Police.

THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Police will be active duty employees of the local police force having jurisdiction for the project. Police will be provided as a vendor to the Contractor, as required and provided in the Contract. The use of police services by the Contractor does not relinquish or diminish the Contractor's responsibilities for work zone safety and traffic control.

THE FIRST SENTENCE OF THE SECOND PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Submit a request for police services to the Owner and police department having jurisdiction 72 hours before beginning construction operations that require police services.

ITEM TWO OF THE SECOND PARAGRAPH IS CHANGED TO:

2. Rolling slow-down or temporary closure of all lanes.

THE FOURTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

The Contractor must notify the Engineer and police of cancellations 24 hours in advance before the scheduled start of work.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

159.03.10 General

Unless otherwise approved or shown on the plans, traffic flow shall be maintained on all roadways.

Provide adequate accommodations for the portion of the project that is opened to traffic. Provide and maintain in a safe condition, all temporary approaches or crossings and intersections, and access to trails, roadways, businesses, parking lots, residences, garages, and farms. Provide written notice to owners of adjoining properties at least three days before the beginning of any work that interferes with the owners' normal passage.

Obtain Engineer approval for restrictions of traffic lane widths or diversion of traffic at any time.

Obtain Engineer approval for placing equipment, materials, personnel, or employee vehicles within any traveled way, shoulder, median, or sidewalk area that is open to traffic.

Obtain Engineer approval for the storage location of equipment and materials for the project.

Obtain Engineer approval for temporary or permanent provisions for traffic control prior to closing or altering the use of an existing roadway.

Provide and maintain, as directed by the Engineer, temporary sidewalks or pathways for pedestrian use within

the project limits. Remove temporary sidewalks and/or pathways when directed by the Engineer. Temporary sidewalks/pathways shall conform to accessibility requirements of the Americans with Disabilities Act.

Bring all excavated areas within the traveled way or adjacent thereto to grade prior to daily work stoppages.

Ensure access for emergency vehicles is provided at all times within the project limits.

Notify all emergency services and the local Board of Education prior to closing any portion of a public roadway or implementing a detour plan.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

159.03.11 Detours

Obtain approval of the Owner and any local authorities having jurisdiction for all detours not depicted on the plans.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

159.03.12 Road Closure

Obtain approval of the Owner and any local authorities having jurisdiction for all road closures.

Provide 14 days advance notice of all road closures with portable variable message signs. Obtain Engineer approval for any alternate means of advance notice of road closures.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

159.03.13 Concrete Filled Steel Bollard

Construct bollards in accordance with the plan details at locations indicated on the plans and as directed by the Engineer. Set bollards level and plumb.

Excavate for bollard footings as specified in Section 202.

Set reinforcement steel, pour and consolidate concrete for bollards as specified in Section 504.

Paint exposed portions of bollard with two layers of "Highway Yellow" latex paint.

159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Maintenance and Protection of Traffic	Lump Sum
Uniformed Traffic Director, City Police	Allowance
Concrete Filled Steel Bollard	Unit

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Maintenance and Protection of Traffic of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Maintenance and Protection of Traffic of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Maintenance and Protection of Traffic to be paid on a lump sum basis will be made at 25-percent of the lump sum price bid upon delivery, placement and approval of the devices with the balance prorated over the duration of the Contract.

Payment for Concrete Filled Steel Bollard to include all materials and labor required for construction as detailed on the project plans.

Traffic Directors, City Police, for traffic safety services will be measured by the man-hour. All Traffic Director fees, including City Administration costs, Police car fees, etc. will be considered a direct expense and the amount requested by the Contractor shall not exceed the amount paid to the City. Payment for this item will be made under the allowance provided in the contract documents. Excess "Traffic Directors, City Police Allowance" monies shall not be used by the Contractor for any other purpose. Only the amount paid to the City, as supported by the appropriate

receipts, shall be reimbursed to the Contractor. Payment for overhead and profit for this item will not be made directly. These costs shall be included in the various items scheduled in the Proposal.

SECTION 160 – PRICE ADJUSTMENTS

160.03.02 Asphalt Price Adjustment

THE FOLLOWING IS ADDED TO THIS SUBPART:

Should a monthly asphalt price index decrease from the basic asphalt price index, payments will be decreased accordingly.

Asphalt price adjustment for work performed after the time of completion, will be based on the asphalt price index for the month in which the work was to be completed, except if the monthly asphalt price index decreases after the completion date, the asphalt price adjustment will be decreased accordingly.

Asphalt price adjustment will be on a dollar basis, and an estimated amount to cover the asphalt price adjustment will be included in the Proposal. Payments for increases will be made from this amount.

Asphalt price adjustments will not be made in those months for which the monthly asphalt price index has changed by less than five percent from the basic asphalt price index.

SECTION 161 – FINAL CLEANUP

161.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Final Cleanup will be measured and paid only to the extent that an item is scheduled in the Proposal. Final Cleanup for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

DIVISION 200 – EARTHWORK

SECTION 201 – CLEARING SITE

201.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This section also describes the requirements for the removal and disposal of all existing site improvements and vegetation, which interfere with proposed improvements.

This section also describes the requirements for the removal, temporary storage and delivery of existing improvements to be salvaged for future use on the project or by the Owner.

201.03.01 Clearing Site

THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED:

Dispose or salvage all removed items as specified in 201.03.01.H.

201.03.01 Clearing Site

B. Clearing and Grubbing.

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Grub out tree stumps within the limits of the area cleared.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS DELETED:

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Prune, trim, grind, or otherwise remove by means and methods and within limits satisfactory to the Engineer, trees, shrubs and any minor portions of landscape features which may interfere with the work.
Grub all cleared areas of the project.

C. Mailbox and Sign Relocation.

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH OF THIS SUBHEADING:

Provide temporary mailboxes as required for the progression of work to ensure mail delivery.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH OF THIS SUBHEADING:

Provide temporary signage for traffic safety as specified in Section 159.

E. Removing Pipe, Inlets, and Manholes.

THE TITLE OF THIS SUBHEADING IS CHANGED TO:

E. Removing Pipe, Inlets, Manholes and Castings.

AND THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Unless designated for resetting on the Project or for salvage, dispose of inlet and manhole castings as specified in 201.03.01H.

F. Removing Sidewalks, Driveways, Curbs and Gutters.

THE TITLE OF THIS SUBHEADING IS CHANGED TO:

F. Removing Sidewalks, Driveways, Curbs, Gutters, Concrete Pads and Asphalt Pavements.

AND THE FOLLOWING IS ADDED:

Saw cutting and pavement removal shall be as specified in 202.03.08.

H. Disposal of Materials

THE TITLE OF THIS SUBHEADING IS CHANGED TO:

H. Salvage and Disposal of Removed Materials and Debris

AND THE FOLLOWING IS ADDED:

This project includes the salvaging of certain materials for future use. The following is a list of items, which will be salvaged:

- Sub-base aggregates, as directed by the Engineer.
- Improvements on private property, as selected by individual owners.
- Roadway millings, as directed by the Engineer.

Stockpile/store either on-site or in the Contractors' equipment yard, all items to be salvaged for future use on the project.

Deliver all salvaged items, which will not be utilized with this project to the appropriate Department of Public Works.

Dispose of improvements on private property, which owners do not wish to salvage and/or reset/relocate.

Employ means and methods for removal that do not degrade the condition of items to be salvaged. Provide extreme care to preserve salvaged items in good working order.

Inventory and photograph all salvaged items at the time of removal. Until the time of delivery of salvaged items, the Contractor is responsible for all damaged incurred to said items.

Excess and/or unsuitable excavated and topsoil material resulting from earthwork operations shall be disposed of as specified in 202.03.09.

The City of ____ may desire a portion of the asphalt millings generated from the project. Asphalt millings, desired by the City, will be delivered to the Department of Public Works or an alternate location within the City limits by the Contractor at no additional cost to the Owner. The Engineer will provide direction to the Contractor as to the amount of asphalt millings, if any, the City desires.

201.03.01 Clearing Site

THE FOLLOWING SUBHEADINGS ARE ADDED TO THIS SUBPART:

I. Topsoil.

Strip all existing topsoil to a depth of 8-inches within the limits of construction.

Screen all stripped topsoil within the limits of construction as specified in 917.01.

Stockpile all stripped and screened topsoil for future use on the project.

J. Miscellaneous.

Remove, relocate or reset, as appropriate, required, directed and/or designated on the plans, all signs, lawn decorations, minor yard structures, mailboxes, fences decorative shrubs/hedges or similar obstructions along the line of work. Prior to the removal of items, contact the owner of said hedge, shrub, fence or sign to determine if the owner desires to reclaim it. If the owner should desire to reclaim the item, reasonable care shall be exercised by the Contractor in the removal and relocation of said item outside the limits of work.

Locate all sprinkler heads, piping and valves within the project limits. Repair, reset or relocate all sprinkler heads, piping and valves disturbed as part of construction operations to proposed surrounding elevations as recommended by the sprinkler manufacturer. Utilize replacement materials for sprinkler systems, which are equal to or greater in kind.

Remove and/or reset all existing improvements, inclusive of vegetation, that interfere with proposed construction.

201.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Clearing Site of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Clearing Site of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Clearing Site of the various types and kinds to be paid on a lump sum basis will be made in 25-percent increments of the lump sum price bid prorated over the duration of the Contract.

Separate payment for removal, loading, delivery and unloading of items to be salvaged for future use by the Owner will not be made. All costs related thereto will be included in the lump sum price bid for the item Clearing Site of the appropriate type.

Separate payment for removal and storage of items to be salvaged for use on the project will not be made. All costs related thereto will be included in the lump sum price bid for the item Clearing Site of the appropriate type.

Separate payment for haul/disposal costs of items removed/demolished will not be made. All costs related thereto will be included in the lump sum price bid for the item Clearing Site of the appropriate type.

SECTION 202 – EXCAVATION

202.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This section also describes excavation and backfill required for test pits.

202.03.01 Stripping

THE SECOND PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Perform stripping as specified in 201.03.01.B & I.

202.03.03 Excavation, Unclassified

THE FIRST SENTENCE OF THE SIXTH PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Verify all elevations of excavated areas as specified in 202.03.03.D.

202.03.03 Excavation, Unclassified

A. Excavating. 3. Rock Areas.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Blasting operations are prohibited.

202.03.03 Excavation, Unclassified

B. Temporarily Storing.

THE SECOND AND FOURTH SENTENCES OF THE FIRST PARAGRAPH ARE DELETED:

THE FIFTH SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Contain stockpiles with silt fence placed continuously at the perimeter of the stockpiles.

THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS DELETED:

THE FIRST SENTENCE OF THE THIRD PARAGRAPH IS DELETED:

THE FIFTH PARAGRAPH IS CHANGED TO:

If the stockpile remains exposed for more than 15 days, provide temporary stabilization as specified by the approved SESC plan. In the absence of an approved SESC plan, provide temporary stabilization as required by the Standards for Soil Erosion and Sediment Control in New Jersey.

202.03.03 Excavation, Unclassified

C. Reuse or Disposal of Excess Material

THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBPART:

Provide the Engineer the anticipated quantity and type of excess materials resulting from earthwork operations. Upon receipt of this information, the Engineer will, within 7 days, determine and notify the Contractor relative the manner in which excess materials will be handled.

202.03.03 Excavation, Unclassified

C. Reuse or Disposal of Excess Material

1. Reuse.

THE FOURTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

The Contractor may reuse crushed concrete as part of the subgrade for paved areas. Use pieces with a maximum individual size and sieve analysis of the materials specified. Do not place crushed concrete less than 2-feet above the highest seasonal high ground water table. Compact material using the directed method as specified in 203.03.02.B

2. Disposal.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Dispose of excess APS as specified by the local Soil Conservation District or at approved landfills according to applicable Federal, State, and local laws, rules, and regulations.

THE THIRD SENTENCE AND SUB ITEMS 1 AND 2 ARE CHANGED TO:

Dispose of stripped topsoil and excavated materials, not designated as regulated materials or APS, in excess of the quantity required for the Project in the following manner:

- Provide trucking, at no additional cost to the Owner, to a facility within a 10-mile radius of the project site for future use by the Owner, or
- Evenly spread and stabilized throughout disturbed areas of the site, or
- Disposed of by the Contractor at no additional cost to the Owner.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Contractor shall dispose of all unsuitable excavated and topsoil material.

Contractor shall dispose of all excavated material, which the Owner does not wish to salvage.

D. Measuring Elevation.

THIS SUBHEADING IS CHANGED TO:

Provide grade stakes indicating the vertical cut or fill measurement referenced to the finish grade. Grade stakes shall be set under the supervision of a New Jersey licensed Professional Land Surveyor.

Check elevations within excavation limits using a string line drawn taut between grade stakes under the supervision of the Engineer or, if requested by the Engineer, provide additional survey information prepared by a New Jersey licensed Professional Land Surveyor of all grade stakes for approval by the Engineer.

202.03.04 Presplitting

THE FOLLOWING IS ADDED TO THIS SUBPART:

Presplitting shall be prohibited.

202.03.08 Removal of Pavement

THE FOLLOWING IS ADDED TO THIS SUBPART:

Removing Pavement shall include the full depth removal of asphalt pavements, concrete gutters, and concrete/brick paver crosswalks within roadway areas along the line of work.

Historical pavement surfaces and transportation means may exist below the existing asphalt surfaces along the line of work. These may include, cobblestone pavement, concrete, timber ties, etc. Asphalt pavement to be removed along the line of work shall include the removal of all historical pavement surfaces and transportation means encountered along with sub-grade materials, as required. Removal of these items shall be to the satisfaction of the Engineer. All materials removed shall be disposed in accordance with 201.03.09 and 202.03.07. Backfill excavation in accordance with 202.03.07.A, 203.03.01, and 301.03.01.

THE FOLLOWING SUBPART IS ADDED:

202.03.12 Excavating Roadway Material, Stormwater Management Basins, Swales and Pipes.

Excavation, Roadway, includes excavation required to construct the various roadway courses to 2-feet outside the pavement limits.

Excavation, Stormwater Management Basins, includes excavation required to construct or reconstruct a stormwater management basin to 5-feet outside the basin limits. Basin limits are defined as top of the basin berm.

Excavation, Swales, includes excavation required to construct or reconstruct permanent swales for the conveyance of stormwater runoff.

Excavation, Pipe, includes excavation required to construct or install permanent pipes, culverts and end sections of the various types.

Perform excavation for this subpart as specified in 202.03.03, 202.03.04, 202.03.05 and 202.03.06.

202.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEM IS CHANGED:

<u>Item</u>	<u>Pay Unit</u>
Excavation, Test Pit	Unit

THE FOLLOWING PAY ITEMS ARE ADDED:

<u>Item</u>	<u>Pay Unit</u>
Excavation, Roadway, _____	Cubic-Yard
Excavation, Stormwater Management Basin, _____	Cubic-Yard
Excavation, Swale, _____	Cubic-Yard
Excavation, Pipe, _____	Cubic-Yard

THE EIGHTH PARAGRAPH IS CHANGED TO:

Temporary Seeding of the various types will be measured and paid as specified in 158.04 and 806.04 only to the extent that such an item is scheduled in the Proposal. Temporary Seeding of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Excavation of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Excavation of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for loading, hauling, delivery, unloading/stockpiling and disposal of excess topsoil and excavation will not be made. All costs related thereto will be included in the various items scheduled in the Proposal.

Payment for removal of buried cribbing, heavy timbers and similar material encountered in excavation, which cannot be performed by means of equipment and methods ordinarily used for trench excavation, without special work, and which is outside the limits excavation will be made in accordance with the appropriate Pay Items in the Proposal or, if there are no appropriate pay items, by Change Order as additional work.

Excluding regulated and APS, excavation required for site grading will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Removal of Pavement will be measured and paid under the item Removal of Pavement as specified in this Subsection only to the extent an item is included in the Proposal. Removal of Pavement for which no item is scheduled in the Proposal will not be measured; all costs related thereto will be included in the item Clearing Site as specified in 201.04 and scheduled in the Proposal.

Removal of Pavement, as specified in 202.03.08, will be measured and paid under the item Removal of Pavement for roadway areas only. Payment for removal of pavement outside of the roadway area will be measured and paid under Items as specified in 606.04 and 607.04 as scheduled in the Proposal.

SECTION 203 – EMBANKMENT

203.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for furnishing, spreading and compaction of K-5 sandy materials.

203.02.01 Materials

THE FOLLOWING IS ADDED TO THIS SUBPART:

K-5 sandy materials shall adhere to specifications and requirements of the New Jersey Department of Environmental Protection. Percolation test results of materials to be utilized must be provided and approved by the Engineer prior to placement of this material. In place soils may be utilized if deemed appropriate through soils testing and approval by the Engineer.

K-5 sandy materials shall be utilized as a filter media for water quality/infiltration trenches, infiltration basins and sand filters as detailed on the project plans.

203.03.02 Soil Aggregate

A. Constructing Embankment

THE FIRST SENTENCE OF THE TWELFTH PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Check the elevation of the subgrade as specified in 202.03.03.D.

203.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<u>Item</u>	<u>Pay Unit</u>
K-5 Sand	Ton, Cubic-Yard
___, Soil Aggregate	Ton

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Payment for Soil Aggregate of the various types will not include quantities of Soil Aggregate of the various types constructed from material excavated or reused from the project.

THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Temporary Seeding of the various types will be measured and paid as specified in 158.04 and 806.04 only to the extent that such an item is scheduled in the Proposal. Temporary Seeding of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Soil Aggregate of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Soil Aggregate of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

DIVISION 300 – SUBBASE AND BASE COURSES

SECTION 301 – SUBBASE

301.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes requirements for site grading.

301.02.01 Materials

THIS MATERIALS TABLE CONTAINED IN THIS SUBSECTION IS CHANGED TO:

THE MATERIALS TABLE CONTAINED IN THIS SUBSECTION IS CHANGED TO:

Coarse Aggregate.....	901.03
Dense Graded Aggregate (DGA).....	901.10
Soil Aggregate.....	901.11

Geotextile Fabric.....919.01 and table 301-01 as listed herein.

Table 301-01 Properties of Geotextile Fabric

Fabric Property	Test Standard	Value
Grab Strength	ASTM D4362	300 lbs x 300 lbs each way minimum @ 50 % max elongation
Trapezoidal Tear Strength	ASTM D4533	140 lbs x 140 lbs each way minimum
Puncture Strength	ASTM D4833	200 lbs minimum
Burst Strength	ASTM D3786	170 psi minimum
Seam Strength	ASTM D4632	180 lbs minimum
Ultraviolet Degradation	ASTM D4355	70% minimum strength retention @ 150 hours
Apparent Opening Size	ASTM D4751	0.6 millimeter maximum
Permeability	ASTM D4491	0.001 minimum
Mass per Unit Area	ASTM D5261	12 ounces per square yard minimum

301.03.01 Subbase

A. Preparing Subgrade.

THE SECOND SENTENCE OF THIS SUBHEADING IS CHANGED TO:

Check elevations of the subgrade as specified in 202.03.03.D.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Install geotextile fabric, where directed by the Engineer, to prevent the migration of materials.

C. Compacting.

THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Place the subbase in 12-inch maximum lifts and compact within a tolerance of +/-1/2-inch of the required elevation. Subbase within non-paved areas, outside of proposed structures may be placed in lifts of greater thickness if approved by the Engineer.

THE PHRASE "THE RE WILL" IS DELETED FROM THE FIFTH PARAGRAPH OF THIS SUBHEADING:

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Compact subbase materials placed within non-paved areas, outside of proposed structures as directed by the Engineer. Provide sufficient compaction to eliminate ruts, sinkholes and soft areas, which permits the penetration of surface runoff and plant materials.

301.04 MEASUREMENT AND PAYMENT

THIS SUBSECTION IS CHANGED TO:

<u>Item</u>	<u>Pay Unit</u>
____, Soil Aggregate Subbase	Cubic-Yard or Ton
Site Grading	Square-Yard
Dense Graded Aggregate, Subbase	Ton
Geotextile Fabric	Square-Yard
No. 57, Coarse Aggregate, Sub-Base	Ton

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Subbase of the various types will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Subbase of the various types for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct subbase of the various types will be measured and paid as specified in 202.04.

Subbase required for site grading beyond the quantity of excavated materials will be measured and paid under the item ____, Soil Aggregate as specified in 203.04.

Subbase required for backfill due to unsuitable excavated materials will be measured and paid under the items specified in 203.04.

Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

SECTION 302 – AGGREGATE BASE COURSE

302.03.01 Soil Aggregate Base Course and Aggregate Base Course

C. Aggregate Base Course Placement

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Correct damage to the aggregate base course caused by construction activities, and maintain the corrected aggregate base course until the subsequent course is placed. Do not allow traffic on the aggregate base course. Remove all standing water and obtain approval of the Engineer before constructing subsequent courses.

302.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Soil Aggregate Base Course, Variable Thickness	Ton
Dense Graded Aggregate Base Course, Variable Thickness	Ton

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Dense Graded Aggregate Base Course, ____" Thick	Square-Yard
Dense Graded Aggregate Base Course, Variable Thickness	Cubic-Yard or Ton

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for excavation required to construct aggregate base courses of the various kinds will be measured and paid as specified in 202.04.

Aggregate Base Courses of the various kinds to be paid by the cubic-yard, will be measured by the cubic-yard contained in the hauling vehicle. Net certified weight tickets will be utilized to verify the volume of materials paid by the cubic-yard.

SECTION 304 – CONCRETE BASE COURSE

304.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY UNITS ARE ADDED TO EACH OF THE ITEMS LISTED IN THIS SUBSECTION:

/Square-Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for excavation required to construct concrete base courses of the various kinds will be measured and paid as specified in 202.04.

DIVISION 400 – PAVEMENTS

SECTION 401 – HOT MIX ASPHALT (HMA) COURSES

401.02.01 Materials

THE FOLLOWING IS ADDED TO THIS SUBPART:

Self-adhesive paving strip membrane geotextile shall be Petrotac 4591 as manufactured by Petrotac or approved equal.

401.02.02 Equipment

THE FOLLOWING IS ADDED TO THIS SUBPART:

The use of a MTV is preferred but is not required for this project.

401.03.01 Milling

A. HMA Milling.

THE FOLLOWING IS ADDED TO THE SIXTH PARAGRAPH OF THIS SUBHEADING:

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

THE EIGHTH PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Resurface milled areas within 10 days of milling operation.

B. Concrete Milling.

THE FOLLOWING IS ADDED TO THE FIFTH PARAGRAPH:

Provide temporary orange paint markings at all transverse edges of the milled pavement for increased visibility.

401.03.02 Sealing Cracks in HMA Surface Course

THE TITLE OF THIS SUBPART IS CHANGED TO:

401.03.02 Sealing Cracks in HMA

AND THE FOLLOWING IS ADDED:

Locations for sealing of cracks in HMA base course will be determined by the Engineer after milling operations have been completed. Sealing of cracks in HMA base courses shall incorporate a self-adhesive paving strip membrane geotextile after application of joint sealers. The Engineer will determine limits of self-adhesive paving strip membrane geotextile.

401.03.03 HMA Pavement Repair.

IN THE SECOND SENTENCE OF THE FOURTH PARAGRAPH DELETE THE PHRASE:

“...to a depth of 8 inches...”

AND SUBSTITUTE THE PHRASE:

“...to the full depth of the HMA materials ...”

IN THE FIFTH PARAGRAPH, FIRST SENTENCE, DELETE THE PHRASE:

“...to a depth of 8 inches for HMA pavement...”

AND SUBSTITUTE THE PHRASE:

“...to the full depth of the HMA pavement...”

401.03.07 HMA Courses

THE FOLLOWING IS ADDED AT THE BEGINNING OF THIS SUBPART:

Prepare subbase and base courses as specified in Division 300. Verify subbase and base courses are acceptable to the Engineer far enough in advance of spreading HMA base mixtures to permit one day of paving operations.

Prior to paving, notify the Engineer, in writing, of areas which have poor subgrade as indicated by sub-surface exploration or non-destructive testing, and thus may not be compacted effectively to meet the Specifications. The Engineer will make final determination on the areas that may be excluded from sampling based on the request and notify the Contractor in writing.

Prior to the application of HMA, perform a “Proof-Roll” of the Subgrade and/or Base Courses. Perform “Proof-Roll” not more than 48 hours prior to paving operations in the presence of the Engineer. Utilize a loaded tandem/tri-axle dump-truck or approved equivalent for this test. Recompact or excavate and properly backfill and compact any areas found to have poor compaction to the satisfaction of the Engineer. Poor compaction is herein defined as subbase or base course “pumping” of 1-inch or greater under loaded conditions.

401.03.07 HMA Courses

D. Transportation and Delivery of HMA.

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Engineer will reject HMA if the HMA trucks fail to meet the requirements specified in 1009.02.

G. Opening To Traffic.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Opening of paved areas to traffic shall not relieve responsibility of the Contractor for the work of the Contract.

J. Ride Quality Requirements.

THIS SUBHEADING IS DELETED:

401.03.08 Core Samples

THE THIRD SENTENCE OF THE FOURTH PARAGRAPH IS CHANGED TO:

A NJDOT approved laboratory will test the full-depth cores for the surface course air voids, surface course thickness, and total thickness.

THE FIFTH PARAGRAPH IS CHANGED TO:

Mark a sequentially assigned core number on the side of the sample. Place cores and corresponding forms in a ventilated container capable of being locked and sealed by the NJDOT approved testing laboratory. Ensure that the container provides protection to prevent damage during transit. Before sealing the container, record the seal number on the laboratory form. Transport the sealed boxes to the NJDOT approved laboratory for testing.

THE SIXTH PARAGRAPH IS CHANGED TO:

Damaged cores will not be accepted for testing. If the NJDOT approved testing laboratory rejects any core, drill

a replacement core at the same offset and within 5-feet of the original station and deliver to the NJDOT approved laboratory within 48 hours.

THE FOLLOWING IS ADDED TO THIS SUBPART:

The Owner will obtain core samples and testing from an independent certified laboratory for the determination of air voids acceptance, material thickness, and composition.

401.04 MEASUREMENT AND PAYMENT

THE FIRST TWO PAY ITEMS ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
Milling, ___" Depth	Square-Yard
HMA Milling, ___" Average Depth	Square-Yard

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:

<i>Item</i>	<i>Pay Unit</i>
Hot Mix Asphalt _____, _____ Course, ___" Thick	Square-Yard
Hot Mix Asphalt _____, _____ Course, ___" Thick	Ton
Hot Mix Asphalt _____, Leveling Course	Ton
Sealing of Cracks in Hot Mix Asphalt	Linear-Foot

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Milling required for keyways at the limits of paving will not be measured or paid; all costs related thereto will be included in the various items included in the Proposal.

THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Hot Mix Asphalt Pavement Repair will be measured and paid under the items Hot Mix Asphalt _____, _____ Course as scheduled in the Proposal.

THE FOURTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Tack Coat and Prime Coat of the various kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. Tack Coat and Prime Coat of the various kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE SIXTH PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Polymerized Joint Adhesive will be measured and paid only to the extent that an item is scheduled in the Proposal. Polymerized Joint Adhesive for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THE SEVENTH PARAGRAPH OF THIS SUBSECTION:

Core Samples, Hot Mix Asphalt will be measured and paid only to the extent that an item is scheduled in the Proposal. Core Samples, Hot Mix Asphalt for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Hot Mix Asphalt measured by the square-yard will be based upon final pavement area installed. Certified weight tickets will be utilized to verify the specified thickness has been achieved. Additional payment for thickness beyond the specified thickness will not be made. A payment reduction may be applied for insufficient material thickness

Hot Mix Asphalt measured by the ton will be based upon certified weight tickets. Certified weight tickets will be utilized to verify the specified thickness has been achieved. Additional payment for thickness beyond the specified thickness will not be made.

Sealing of Cracks in Hot Mix Asphalt Surface Course will be measured and paid only to the extent an item is scheduled in the Proposal. Sealing of Cracks in Hot Mix Asphalt Surface Course for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Sawing and Sealing Joints in Hot Mix Asphalt Surface Course will be measured and paid only to the extent an item is scheduled in the Proposal. Sawing and Sealing Joints in Hot Mix Asphalt Surface Course for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct Hot Mix Asphalt of the various kinds will be measured and paid as specified in 202.04.

Payment for removal of pavement by milling in accordance 401.03.01.D will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment under the item Sealing of Cracks in Hot Mix Asphalt shall include the furnishing and placement of an approved geotextile membrane over the filled/sealed crack as directed by the Engineer.

SECTION 405 – CONCRETE SURFACE COURSE

405.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes requirements for constructing concrete pads, with and without reinforcement.

This Section also describes requirements for constructing a concrete surface course of stamped, colored concrete, with and without reinforcement.

405.02.01 Materials

THE FOLLOWING IS ADDED TO THIS SUBPART:

Color pigments.....ASTM-C979-82

Sealant for colored concrete shall be a clear, low sheen sealant with polymer grip conforming to ASTM 1315 and/or ASTM C309

405.02.02 Equipment

THE FOLLOWING IS ADDED TO THIS SUBPART:

The use of power equipment for placing reinforcement and spreading/finishing concrete is preferred but is not required.

405.03.01 Underlayer Preparation

THE FOLLOWING PHRASE IN THE FOURTH SENTENCE OF THE FIRST PARAGRAPH IS DELETED:

“The RE will...”

405.03.02 Concrete Surface Course

G. Saw Cutting Relief Joints.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Construct joints for concrete surface course and concrete pads with an area equal to or less than 200 square-feet as specified in Section 606.

H. Saw Cutting and Sealing Joints.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Construct joints for concrete surface course and concrete pads with an area equal to or less than 200 square-feet as specified in Section 606.

I. Thickness requirements.

THIS SUBHEADING IS CHANGED TO THE FOLLOWING:

Construct concrete surface course to provide an average thickness that is equal to or greater than the thickness specified. Thickness will be verified by the Engineer prior to and during the time of concrete placement at random locations throughout the work area.

Conformance to thickness requirements will be determined based on the following:

Procedure – Thickness will be verified at not less than 10 locations per 5,000 square-feet of concrete surface course constructed. The Engineer will randomly select thickness test locations as work progresses. All measurements will be taken with a true measuring device in increments to the nearest 1/16-inch. Measurements will be taken to the lines and grades set by the Contractor.

Reduction – If the average thickness for the project is less than the specified thickness, the appropriate pay item for the concrete surface course will be subject to a payment reduction as follows:

When the average thickness is less than the specified thickness, the payment reduction will be determined by the formula below except that, if the average thickness deficiency exceeds ½-inch, the lot may be required to be removed and replaced at no cost to the owner.

$$\text{Percent reduction} = \frac{\text{Specified Thickness} - \text{Average Thickness}}{\text{Specified Thickness}}$$

J. Ride Quality Requirements.

THE TITLE OF THIS SUBHEADING IS CHANGED TO:

J. Surface Requirements.

AND THE TEXT CHANGED TO:

Provide concrete surfaces with a broom finish or sponged texture as specified on the plans.

Provide concrete surface to be smooth, free of irregularities and provided with adequate pitch to eliminate ponding of water. Remove all obstructions and depressions greater than ¼-inch in depth/height as specified in this Section.

Provide stamped concrete surfaces with either stamped or scored joints (1/4-inch deep and wide) in a pattern as detailed on the plans and approved by the Engineer as specified in 105.05.

THE FOLLOWING SUBHEADING IS ADDED:

L. Color.

Integrally color all concrete placed as colored concrete as specified by ASTM C979-82. Provide color as indicated on the plans and approved by the Engineer as specified in 105.05.

THE FOLLOWING SUBHEADING IS ADDED:

M. Sealing.

Upon full cure of the integrally colored concrete, apply a low sheen sealant containing a polymer grip in accordance with the manufacturers' recommendations.

405.03.03 Core Samples

THIS SUBPART IS CHANGED TO:

Core samples will not be required.

405.04 MEASUREMENT AND PAYMENT

THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
Concrete Surface Course, ___" Thick	Square-Yard or Foot
Concrete Surface Course, Reinforced, ___" Thick	Square-Yard or Foot
Stamped, Colored Concrete Surface Course, Reinforced, ___" Thick	Square-Yard or Foot
Stamped, Colored Concrete Surface Course, ___" Thick	Square-Yard or Foot
Concrete Pad, Reinforced, ___" Thick	Square-Yard or Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for the various items associated with Concrete Surface Course of the various kinds will be measured and paid only to the extent that appropriate separate items are scheduled in the Proposal. If appropriate separate items are not scheduled in the Proposal; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment reductions for con-forming thickness requirements will be made as specified in 405.03.02.I.

Separate payment for surface coloring and texturing will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct Concrete Surface Courses and Pads of the various kinds will be measured and paid as specified in 202.04.

THE FOLLOWING SECTION IS ADDED:

SECTION 409 – AGGREGATE SURFACE COURSE

409.01 DESCRIPTION

This section describes requirements for constructing surface courses of soil aggregate and dense-graded aggregate and the reconstruction of aggregate surface course.

409.02 MATERIALS

409.02.01 Materials

Provide materials as specified in 302.02.01.

Course Aggregate.....	901.03
DGA.....	901.10
Soil Aggregate.....	901.11
Calcium Chloride.....	AASHTO M144

409.02.02 Equipment

Provide equipment as specified in 302.02.02.

409.03 CONSTRUCTION

Construct Aggregate Surface Course as specified in 302.03 and this chapter.

When required or directed by the Engineer, apply and uniformly spread a stabilizing agent (Calcium Chloride) at the approximate rate of ½ pound per inch per square-yard of aggregate surface before compaction. After uniformly spreading the admixture, thoroughly mix aggregate and admixture. Compact Aggregate Surface Course as specified in 302.03.

Maintain Aggregate Surface Course until acceptance and completion of the project.

409.04 MEASUREMENT AND PAYMENT

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

<i>Item</i>	<i>Pay Unit</i>
_____ Aggregate Surface Course, _____" Thick	Square-Yard
_____ Aggregate Surface Course, Thickness Varies	Ton

Separate payment for calcium chloride will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Aggregate Surface Course to be paid by the ton will be based upon the certified weigh tickets excluding unused material.

Separate payment for excavation required to construct Aggregate Surface Course will be measured and paid as specified in 202.04

DIVISION 500 – BRIDGES AND STRUCTURES

SECTION 504 – STRUCTURAL CONCRETE

504.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Structural concrete work is anticipated to include, but is not limited to, structural concrete repairs of the pedestrian bridge if and where indicated on the drawings or directed by the Engineer.

504.02 MATERIALS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All reinforcement steel shall be epoxy coated.

504.03 CONSTRUCTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

504.03.04 Causes for Rejection

Concrete structures shall be rejected and ordered repaired or replaced by the Engineer if any or all of the following should occur or exist:

- a) Staining or discoloration of concrete.
- b) Concrete is out of horizontal alignment in excess of 1-inch.
- c) Concrete is out of vertical alignment in excess of 1-inch.
- d) Joints and surface are improperly finished or aligned.
- e) Expansion joints protrude from concrete.
- f) Crack, chips, or other damage occur in construction or maintenance period.
- g) Settlement of concrete.
- h) Inspection not requested for forms or reinforcement prior to pouring concrete.
- i) Improper vibration of concrete.
- j) Vandalism during initial setup of concrete.
- k) Improper install or placement of components such as weep holes, conduit, anchor bolts, sleeves, etc.

The above deficiencies must be corrected at the sole expense of the Contractor.

504.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
Reinforced Concrete, Bridge Repairs	Cubic Yard
Reinforced Concrete, Bollard Light Footing	Unit
Reinforced Concrete, Cut-Off Wall	Cubic-Yard

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for steel reinforcement and formwork will not be made; all costs related thereto shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

Separate payment for excavation required to construct Structural Concrete of the various kinds will be measured and paid as specified in 202.04.

SECTION 513 – RETAINING WALLS

513.02 MATERIALS

513.02.01 Materials

THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBPART

Modular block units shall be AB Classic as manufactured by Allen Block Corporation or approved equal.

Timber.....915.04

Timber Treatment.....915.05

Timber Connectors and Hardware.....915.06

513.03 CONSTRUCTION

513.03.01 Proprietary Retaining Walls

A. Working Drawings

THE FOLLOWING IS ADDED TO ITEM 1 OF THIS SUBHEADING:

This document shall be prepared, signed and sealed by a professional engineer licensed in the State of New Jersey.

C. Wall Foundation

THE SECOND PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Place concrete, as specified in 504.03.02.D, for an unreinforced concrete leveling footing, provide a precast concrete leveling pad, or provide a No.57 Coarse Aggregate or Dense Graded Aggregate leveling pad according to the manufacturers' recommendations and approved wall design.

E. Back of Wall Drainage

THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Place a stone pocket, subsurface drainage geotextile and an underdrain pipe for toe and heel drains as shown on the plans. Construct underdrain as specified in 601.03.02.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

513.03.03 Timber Retaining Walls

Construct new and reset existing timber retaining walls as specified in 510 and as detailed on the construction plans with new pressure treated timber.

Provide back of wall drainage, backfill and compaction as specified in 510.03.01.E, F, and G, respectively.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

513.03.04 Reset/Relocated Retaining Walls

Reset/relocate existing retaining walls as specified herein for new retaining walls for the appropriate type and as detailed on the construction plans. Replacement materials required shall be as approved by the Engineer to match existing.

513.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH OF THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Reset Timber Retaining Wall	Linear-Foot
Modular Block Retaining Wall	Square –Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION

Separate payment for leveling pads, tie-backs, geo-grid reinforcement, toe/heel drains and backfill materials will be made only to the extent that such items are scheduled in the Proposal. All costs associated with items not included in the Proposal will be included in the prices bid for the various Pay Items scheduled in the Proposal.

DIVISION 600 – MISCELLANEOUS CONSTRUCTION

SECTION 601 – PIPE

601.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for constructing, underdrains and miscellaneous piping associated with storm water conveyance systems.

This Section also describes the requirements for installing, extending, and resetting of leader drains and sump pump drains.

601.02 MATERIALS

IN THE FIRST MATERIAL DELETE THE PHRASE:

“...(No. 57)...”

THE THIRD MATERIAL IS CHANGED TO:

Mortar and Grout.....903.08

THE FOLLOWING MATERIALS ARE DELETED FROM THIS SUBSECTION:

Corrugated Aluminum Alloy Underdrain Pipe.....909.02.05

Corrugated Steel Underdrain Pipe.....909.02.06

THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBSECTION:

HDPE Underdrain Pipe.....909.02.02

Plastic Drainage Pipe.....909.02.03

Ductile Iron Pipe.....909.02.08

601.03.01 Installing Pipe

B. Excavating.

THE FOLLOWING PIPE TYPES ARE ADDED AT THE END OF THE FIRST SENTENCE OF THE FIFTH PARAGRAPH:

“..., plastic and ductile iron pipe.”

THE FIRST SENTENCE OF THE SIXTH PARAGRAPH IS CHANGED TO:

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

THE SECOND SENTENCE OF THE SEVENTH PARAGRAPH IS CHANGED TO:

Do not leave trenches open overnight unless provided with steel plating and protective fence.

C. Bedding.

THE FOLLOWING INTRODUCTORY PARAGRAPHS ARE ADDED TO THIS SUBHEADING:

Provide pipe bedding in accordance with the detail provided on the plans or, if no detail is provided, will consist of bedding material shaped to conform to the lower part of the pipe exterior carried to the pipe haunch or spring line. The minimum thickness of the bedding, after shaping, will be 6-inches below the pipe invert.

Utilize existing subsurface material for pipe bedding unless directed otherwise by the Engineer or detailed on the plans.

D. Installing Pipe.

THE FIRST AND SECOND SENTENCES OF THE FOURTH PARAGRAPH IS CHANGED TO:

When installing pipe through concrete or masonry walls of drainage structures, provide a sufficient length of pipe outside of the wall to allow for connections, and cut the pipe flush with the inside face of the wall. Seal the connection with non-shrink grout.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

When installing pipe through concrete or masonry walls of buildings, core drill the structure and provide a sufficient length of pipe to allow for connections and an end cap on the pipe end terminated within the building. Seal the connection using a modular seal and non-shrink grout as detailed and specified on the plans.

When installing a pipe through walls of an existing drainage structure, reconstruct the structure as specified in 602.03.03.

E. Joining Pipe.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Utilize 'O-Ring' joints for all Reinforced Concrete Pipe.

Utilize 'O-Ring' joints for all Reinforced Concrete Pipe.

Utilize gasketed silt tight joints for all HDPE pipe.

Utilize solvent weld or gasketed joints for PVC pipe.

Method and type of pipe joints shall be as approved by the Engineer.

601.03.03 End Section

THIS SUBPART IS CHANGED TO:

Use concrete end sections for all pipe unless otherwise directed by the Engineer.

601.03.04 Underdrain

A. Excavating.

THE FOLLOWING PIPE TYPES ARE ADDED AT THE END OF THE FIRST SENTENCE OF THE FOURTH PARAGRAPH:

“..., plastic and ductile iron pipe.”

THE FIRST SENTENCE OF THE FIFTH PARAGRAPH IS CHANGED TO:

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

THE SECOND SENTENCE OF THE SIXTH PARAGRAPH IS CHANGED TO:

Do not leave trenches open overnight unless provided with steel plating and protective fence.

B. Installing.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Install pipe for subsurface infiltration systems as specified in 601.03.01.D and 601.03.01.E.

Install geotextile fabric at locations depicted on the plans, in accordance with manufacturer recommendations, and as directed by the Engineer. Provide a minimum overlap of 12-inches for all geotextile fabric ends.

Install K-5 sandy materials where detailed on the plans as specified in Section 203.

C. Backfilling.

THIS FIRST SENTENCE OF THIS SUBHEADING IS CHANGED TO:

Backfill, using course aggregate, around the underdrains, subbase outlet drains, water quality/infiltration trenches and subsurface infiltration systems to the lines and grades provided on the plans.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Backfill distances above the course aggregate using suitable excavated materials and/or K-5 sandy materials as specified in Section 203 and detailed on the project plans. Compact backfill as specified in 603.03.01.F.

Provide sufficient compaction to minimize settlement and maximize void space of the coarse aggregate.

601.03.06 Video Inspection of Pipe

THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED TO THIS SUBPART:

The Engineer may require video inspection of pipe under the following conditions:

- Pipe is installed utilizing an alternate method as specified in 601.03.02.
- The Contractor installed pipe without Engineer notification or inspection.
- The appearance of surface depressions/sinkholes along pipe lengths.
- Where horizontal deflection of a pipe is greater than 5-percent of the diameter between manholes.

Notwithstanding the above conditions, a video inspection will also be required if such a pay item is scheduled in the Proposal.

601.03.08 Cleaning Existing Pipe

THE FOLLOWING IS ADDED TO THIS SUBPART:

Clean all existing storm drainage pipes within the project limits in a manner acceptable to the Engineer.

THE FOLLOWING SUBPART IS ADDED:

601.03.09 Leader and Sump Drains

Install, reset and/or extend leader and sump drains as indicated on the plans and required for proposed construction as specified in 601.03.01.

Provide a positive point of discharge for all sump and leader drains during progress of the work.

Obtain Engineer approval of means and methods of connection for existing sump and leader drains.

601.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:

<u>Item</u>	<u>Pay Unit</u>
-------------	-----------------

____, Course Aggregate
 ____" Underdrain
 Extend/Reset Existing Leader, Sump Drain
 ____" Schedule __, PVC Pipe

Ton
 Linear Foot
 Unit
 Linear Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Excavation and backfill for pipes and appurtenances related thereto will be measured and paid as specified in 202.04 and this Section to the extent that such an item is included in the proposal. Excavation and backfill for pipes and appurtenance related thereto for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pipe bedding, video inspection of pipe, deflection testing and cleaning existing pipe will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Water quality/infiltration trenches will be measured and paid as specified in Subsections 202.04, 203.04, and 601.04 only to the extent that such an item is included in the proposal. Payment for water quality/infiltration trenches for which no items are scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for geotextile fabric will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for perforated high density polyethylene pipe will be made under the item high density polyethylene pipe of the appropriate diameter.

Separate payment for pipe end caps will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for the item Extend/Reset Existing Leader, Sump Drain will include all work associated with resetting and/or extending existing leader and sump drains to provide positive discharge to the roadway or a subbase outlet drain as indicated on the plans.

Separate payment for removal of existing pipes will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

SECTION 602 – DRAINAGE STRUCTURES

602.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for constructing, reconstructing and cleaning outlet control structures. Excluding Subsection 602.04, references to “Inlets” in this Section also include “Outlet Control Structures”.

602.02.01 Materials

THE FOURTH MATERIAL IS CHANGED TO:

Mortar and Grout.....903.08

THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBPART:

Bolts and Bolting Material.....908
 Orifice/Weir Plates.....909.03
 Trash Rack.....909.03

602.03.02 Inlet and Manhole

THE TITLE OF THIS SUBPART IS CHANGED TO:

602.03.02 Inlets, Manholes and Outlet Control Structures

THE SIXTH PARAGRAPH IS CHANGED TO:

Set the manhole cover, inlet grate or top grate on the casting. If the manhole cover, inlet grate or top grate is loose or wobbles, grind to obtain a tight fit.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Set orifice/weir plates and trash rack with concrete anchor bolts on the outlet control structure as specified and detailed on the plans.

Set wingwalls for outlet control structures as specified in 602.03.01.1.

Provide a keyway for the connection of wingwalls to outlet control structures.

602.03.03 Set Casting, Reset Casting, and Reconstruct Inlet and Manhole

THE FIRST SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Remove castings, damaged wall portions, ladder rungs, damaged mortar, and damaged block/brick as directed by the Engineer.

THE FOURTH PARAGRAPH IS CHANGED TO:

Replace all loose/missing/damaged brick/block and parge all interior walls. Set the manhole cover, bicycle safe grate or top grate on the casting. If the manhole cover, bicycle safe grate or top grate is loose or wobbles, grind to obtain a tight fit. Do not open to traffic until 3 days after the grout was set.

THE FOLLOWING IS ADDED TO THIS SUBPART:

When modifying an orifice or weir of an outlet control structure, remove any orifice/weir plate and anchor bolts. Fill anchor bolt holes with non-shrink grout. Set proposed orifice/weir plate with concrete anchor bolts on the outlet structure as specified and detailed on the plans.

When expanding an existing orifice/weir opening in an outlet control structure, sawcut weir openings and core drill orifice openings of the structure to obtain the desired size.

When decreasing size of an existing orifice/weir opening in an outlet control structure, provide concrete block or brick and mortar as specified in 602.03.02.

Provide temporary pavement around the reset castings in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

Provide temporary pavement around the reset castings in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

When modifying an inlet or manhole to accommodate a new or modified penetration, coredrill the structure to accommodate the proposed penetration. Install and seal penetration as specified in 601.03.01.D.

602.04 MEASUREMENT AND PAYMENT

THE SECOND AND EIGHTH PAY ITEMS ARE CHANGED TO:

<u>Item</u>	<u>Pay Unit</u>
Concrete Headwall, ____" Pipe	Unit
Reset Casting, Drainage, Using Existing Casting	Unit

THE FOLLOWING PAY ITEM IS ADDED TO THIS SUBSECTION:

<u>Item</u>	<u>Pay Unit</u>
Doghhouse Manhole, ____' Diameter	Unit

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for furnishing and setting individual castings, extension frames, extension rings, grates, covers and curb pieces of the various kinds and types will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Items specified in Subsection 602.04 will be measured and paid to the extent that such an item is included in the Proposal. Items specified in Subsection 602.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal of existing casting and drainage structures will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

Payment for the item Set Inlet Type __, Casting will include furnishing of a new casting, grate, cover and curb piece as required.

SECTION 603 – SLOPE AND CHANNEL PROTECTION

603.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for constructing gabion baskets.

603.02.01 Materials

THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBPART:

Gabion Basket Stone.....	901.09
Gabion Wire Basket.....	919.04

603.03.03 Riprap Stone Slope or Channel Protection

THE THIRD PARAGRAPH OF THIS SUBPART IS DELETED.

THE FIRST SENTENCE OF THE FOURTH PARAGRAPH IS CHANGED TO:

Place the riprap stones without damaging or dislodging the geotextile.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Adhere to requirements of the “Standards for Soil Erosion and Sediment Control in New Jersey” and the project plans.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

603.03.06 Gabion Baskets

Construct gabion baskets as specified in 919.04.

Provide stone fill for gabion baskets as specified in 901.09.

Place Gabions as specified in 604.03.01 to the lines, grades and details provided on the plans.

Provide gabion baskets for anchoring sand filters with a layer of geotextile fabric placed between the sand filter and gabion baskets.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

603.03.07 Course Aggregate Aprons

Excavate, as required, as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface.

Place course aggregate aprons for permanent inlet protection to the lines, grades and details provided on the plans.

603.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<u>Item</u>	<u>Pay Unit</u>
Gabion Basket	Linear-Foot
No. 57, Course Aggregate Apron, 12" Thick	Square-yard

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Gabion Baskets will be measured by the linear-foot along the bottom line of the gabion basket where it intersects finished grade.

Separate payment for gabion stone will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for coarse aggregate and geotextile for slope and channel protection items of the various types will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct slope and channel protection items of the various types will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for geotextile fabric associated with gabion anchored sand filters will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 604 – GABION WALLS

604.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for gabion stone will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for coarse aggregate and geotextile will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for excavation required to construct gabion walls will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 605 – FENCE

605.02.01 Materials

THE FOLLOWING IS ADDED TO THIS SUBPART:

Caution Fence.....	913.02.02
Snow Fence.....	913.02.03
Decorative Aluminum Fence.....	913.02.04
Timber Posts, Timber Spacers, and Routed Timber Spacers	915.01
Color of permanent chain-link fabric, posts, rails, and privacy slats shall be as selected by Owner.	
Privacy Slats shall be "winged" PVC Slats designed to provide 95% screening.	

605.03.04 Temporary Chain-Link Fence

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

Before beginning construction operations, erect temporary chain-link fence required to secure the site and restrict access to active construction areas.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Temporary chain link fence shall be 6-feet high. Concrete footings are not required for temporary chain-link fence.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

605.03.05 Caution and Snow Fence

Provide, install and maintain caution or snow fence, as indicated on the plans, to delineate ecologically sensitive areas before construction activities. Restore any damage within the fenced area, incurred as a result of construction activities, as directed by the Engineer.

Provide, install and maintain caution or snow fence along the limits of clearing and the drip line of trees to remain as indicated on the plans and directed by the Engineer.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

605.03.06 Post and Rail Fence

Provide and install post and rail fence as specified in 605.03.01 at locations indicated on the plans as detailed. Restore any damage within the fenced area, incurred as a result of construction activities, as directed by the Engineer.

605.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH OF THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Caution Fence	Linear-Foot
Snow Fence	Linear-Foot
Post and Rail Fence	Linear-Foot
Decorative Aluminum Fence, __' High	Linear-Foot
__" High Board on Board Fence	Linear-Foot

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Fences of the various kinds and sizes will be measured along the bottom line of the fence, including the width of gates.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Fence gates of the various kinds and sizes will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for concrete footings for Fences and gates of the various kinds and sizes will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Caution and Snow Fence will be measured along the bottom line of the fence.

Caution and Snow Fence will be measured and paid to the extent that an item is included in the Proposal. Caution and Snow Fence for which no item is schedule in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Post and Rail fence will be measured along the bottom line of the fence, including the width of gates.

Separate payment for privacy slats will not be made; all costs related thereto shall be included in the item Chain-Link Fence, PVC Coated Steel, __' High as scheduled in the Proposal.

SECTION 606 – SIDEWALKS, DRIVEWAYS, AND ISLANDS

606.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for constructing stamped concrete (colored and uncolored) sidewalks, driveways, and islands.

This Section also describes the requirements for constructing stone and concrete paving block sidewalks, driveways, and islands

606.02.01 Materials

THE FOLLOWING MATERIALS ARE ADDED TO THIS SUBPART:

Color pigments.....	ASTM-C979-82
Mortar.....	910.08.01
Stone, Concrete and Brick Paving Block.....	910.06

606.03.01 HMA Sidewalks, Driveways and Islands

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any sidewalk or driveway as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Construct HMA courses as detailed on the plans.

606.03.02 Concrete Sidewalks, Driveways and Islands

A. Underlayer Preparation.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any sidewalk or driveway as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

G. Finishing Concrete.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Integrally color all concrete placed as colored concrete as specified by ASTM C979-82. Provide color as indicated on the plans and approved by the Engineer as specified in 105.05.

Provide stamped concrete surfaces with either stamped or scored joints (1/4-inch deep and wide) in a pattern as detailed on the plans and approved by the Engineer as specified in 105.05.

606.03.03 Detectable Warning Surfaces

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS DELETED.

THE FOLLOWING SUBPART IS ADDED:

606.03.04 Stone, Concrete and Brick Paver Block Sidewalks and Driveways

Obtain Engineer approval for color, texture, uniformity, size, color and pattern of paver blocks and mortar mix.

Provide underlayer preparation as specified in 606.03.02.A.

Provide formwork as specified in 606.03.02.B.

Provide sleeves as specified in 606.03.02.C.

Provide concrete base as specified in 304.03.01.

Provide dense graded aggregate base as specified in 302.03.01.

Construct mortar setting bed to an even thickness and grade as detailed on the plans. Place paver blocks in accordance with the approved pattern to the lines and grades provided on the plans and work into mortar setting bed such that approximately 1/4 of paver block is embedded within the mortar. Provide a void space between all paver blocks as detailed on the plans and recommend by the manufacturer. When the mortar bed has achieved its initial set,

fill all void space between paver blocks with dry mortar mix of an approved color and spray with sufficient water to prevent washout.

Protect from pedestrian and vehicular traffic as specified in 606.03.02.H

606.04 MEASUREMENT AND PAYMENT

THE SUBPART OF THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
Concrete Sidewalk, ____" Thick	Square-Yard or Foot
Concrete Sidewalk, Reinforced, ____" Thick	Square-Yard or Foot
Stamped Concrete Sidewalk, ____" Thick	Square-Yard or Foot
Stamped Concrete Sidewalk, Reinforced, ____" Thick	Square-Yard or Foot
Concrete Driveway, ____" Thick	Square-Yard or Foot
Concrete Driveway, Reinforced, ____" Thick	Square-Yard or Foot
Hot Mix Asphalt Driveway, ____" Thick	Square Yard or Ton
Hot Mix Asphalt Driveway, Variable Thickness	Square Yard or Ton
Concrete Island, ____" Thick	Square-Yard or Foot
_____ Paver, _____	Square-yard or Foot
Detectable Warning Surface	Square-yard or Foot
Reset Paver Walkway	Square Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for base courses required for Sidewalks, Driveways and Islands of the various kinds will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for surface coloring and texturing will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Hot mix asphalt of the various courses for Sidewalks, Driveways and Islands will be measured and paid as specified in 401.04 or, if scheduled in the Proposal, under the item Hot Mix Asphalt Driveway, _____.

Separate payment for excavation required to construct Sidewalks, Driveways and Islands of the various kinds will be measured and paid as specified in 202.04.

Separate payment for Root Grinding and Tree Removal will be measured and paid as specified in 802.04.

Separate payment for Removal of Sidewalks, Driveways and Islands will be made under the item Removal of Pavement as specified in Subsection 202.04

Reset Paver Walkway will be measured and paid under the item listed in this Subsection to the extent that an item is scheduled in the Proposal. Reset Paver Walkway for which no item is scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 607– CURBS

607.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for constructing combination curb and gutter.

607.03.02 Concrete Vertical Curb and Concrete Sloping Curb

THE TITLE OF THIS SUBPART IS CHANGED TO:

607.03.02 Concrete Vertical Curb, Concrete Sloping Curb, and Combination Curb and Gutter

607.03.02 Concrete Vertical Curb, Concrete Sloping Curb, and Combination Curb and Gutter

A. Underlayer Preparation.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Grind and remove all tree roots that lie within 6-inches horizontally or vertically from any curb as required and directed by the Engineer as specified in 802.03.03. If root grinding/removal will, in the opinion of a tree care professional, adversely affect health of the tree, remove the tree as specified in 802.03.02.

B. Constructing Forms.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Construct forms to provide full depth of curb profile for depressed and flush mount curbs.

C. Installing Joints.

THIS SUBHEADING IS CHANGED TO:

Place ½-inch preformed joint filler at a maximum spacing of 20-feet, points of curvature and tangency of intersections, and curb tapers as detailed on the plans.

D. Placing Concretes.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Place reinforcement steel as detailed on the project plans; ensure reinforcement steel remains in position until concrete is set.

Provide concrete for full profile depth as detailed on the project plans for depressed and flush mount curbs.

607.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THIS SUBSECTION:

<i>Item</i>	<i>Pay Unit</i>
Concrete Mountable Curb	Linear Foot
Concrete Curb	Linear Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for excavation required to construct curb of the various kinds will be measured and paid as specified in 202.04.

Separate payment for Root Grinding and Tree Removal will be measured and paid as specified in 802.04.

Separate payment for removal of existing curb will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

SECTION 609– BEAM GUIDE RAIL

609.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for installing resetting, or removing wood beam guide rail.

609.02 MATERIALS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Timber.....	915.01, 915.04
Timber Treatment.....	915.05
Timber Connectors and Hardware.....	915.06

609.03.01 Beam Guide Rail

THE FOLLOWING IS ADDED TO THIS SUBPART:

Locate and repair, at no additional cost to the Owner, all damage to existing utilities resulting from guide rail installation.

Set rail elements plumb with the posts and securely fasten at each post with fasteners of adequate length and type as indicated on the project plans.

609.03.02 Rub Rail

THIS SUBPART IS CHANGED TO:

When rub rail is required for steel beam guide rail, bolt rub rail consisting of a steel channel or a bent plate to the guide rail posts.

When rub rail is required for wood beam guide rail, bolt rub rail consisting of a timber beam to the guide rail posts.

609.03.03 Terminals and Anchorages

THE FOLLOWING IS ADDED TO THIS SUBPART:

Provide terminals and anchorages for wood beam guide rail in accordance with details on the project plans and approved working drawings as specified in 105.05.

609.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEM IS ADDED TO THE FIRST PARAGRAPH:

<i>Item</i>	<i>Pay Unit</i>
Wood Beam Guide Rail	Linear Foot

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Beam guide rail of the various types and kinds will be measured and paid to the extent that an item is included in the Proposal. Beam guide rail of the various types and kinds for which no item is schedule in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

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

610.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This section also describes the requirements for applying parking lot striping to delineate parking stalls, stop bars, accessible parking stalls, and markings related thereto.

610.03.08 Removal of Traffic Stripes and Markings

THE FOLLOWING IS ADDED TO THIS SUBPART:

Removal of traffic stripes and markings by painting over existing stripes and markings is not an acceptable method of removal.

THE FOLLOWING SUBPART IS ADDED:

610.03.09 Curb Stripes

Provide curb striping as indicated on the plans and directed by the Engineer as specified in 610.03.01. Curb striping includes painting the front and top faces of curbs.

610.04 MEASUREMENT AND PAYMENT

THE FIRST PARAGRAPH IS AMENDED TO CHANGE THE FIRST PAY ITEM TO:

<i>Item</i>	<i>Pay Unit</i>
Traffic Stripes, Long-Life, Epoxy Resin, ___" Wide	Linear Foot

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:

<i>Item</i>	<i>Pay Unit</i>
Curb Stripes, Long-Life, Epoxy Resin, Yellow	Linear Foot
Traffic Stripes, Thermoplastic, (color), ___" Wide	Linear Foot
Traffic Stripes, Thermoplastic, (color), ___" Wide, Double	Linear Foot
Traffic Markings, Thermoplastic, (color)	Unit

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Traffic markings of the various types and materials for words, arrows or other pavement symbol will be measured and paid by the unit. Traffic markings containing multiple letters or words will be counted as a single unit for the message inferred.

Removal of traffic stripes will be measured by the linear foot of actual stripe removed. Gaps will not be counted.

Removal of traffic markings will be measured by the square-foot of actual marking removed.

Traffic stripes, traffic markings and rumble strips will be measured and paid in accordance with the pay items and units specified in 610.04 to the extent that such items are scheduled in the Proposal. Traffic stripes, traffic markings and rumble strips specified in 610.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for Curb Striping will include painting of front and top faces of curb.

SECTION 612– SIGNS

612.02 MATERIALS

THE FOLLOWING IS ADDED TO THE MATERIALS LIST OF THIS SUBSECTION:

Timber.....	915.01, 915.04
Timber Treatment.....	915.05
Timber Connectors and Hardware.....	915.06

THE FOLLOWING SUBPART IS ADDED:

612.03.04 Site Identification, Street Identification and Project Signs

Provide working drawings for site identification, street identification and project signs as specified in 105.05.

Locate and install site identification, street identification and project signs as detailed on the project plans, approved working drawings and as specified in 612.03.02.

612.04 MEASUREMENT AND PAYMENT

THE FIRST PAY ITEM IS DELETED:

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:

<i>Item</i>	<i>Pay Unit</i>
Traffic Sign, ___, ___"x ___"	Unit
Reset/Relocate Traffic Sign	Unit
Reset/Relocate Street Identification Sign	Unit
Street Identification Sign	Unit
Project Identification Sign	Unit

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Payment for sign support structures will be as specified in 512.04 to the extent that an item is included in the

Proposal. Sign support structures specified in 512.04 for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING SECTION IS ADDED:

SECTION 613 – MISCELLANEOUS CONCRETE

613.01 DESCRIPTION

This Section describes the requirements for constructing miscellaneous concrete items such as steps, pipe plugs, saddles, and encasements.

613.02 MATERIALS

Provide materials as specified:

Concrete.....	903.03
Curing Materials.....	903.10
Preformed Joint Filler.....	914.01
Reinforcement Steel.....	905.01

613.03 CONSTRUCTION

613.03.01 Excavating

Before excavating, saw-cut the full depth of any existing pavement and sidewalk. Perform all excavation as specified in 202. Ensure that excavations are kept free of standing water during the installation. Do not excavate in embankments until the embankment has been constructed to an elevation of at least 3-feet above the top of the concrete to be placed.

Maintain excavations according to 29 CFR 1926. Provide and maintain crossings where necessary. Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic. The Contractor may use temporary protection instead of backfilling trenches in the traveled way and shoulder. Do not leave trenches open overnight unless provided with steel plating and protective fence.

613.03.02 Backfilling

Symmetrically backfill with suitable excavated material that is free from rock larger than 2-inches in diameter in lifts not exceeding 6-inches thick, loose measurement. Compact with a flat faced mechanical tamper using the directed method as specified in 203.03.02.C.

613.03.03 Mixing, Placing, Finishing, and Curing

Mix, place, finish and cure concrete, including placement of reinforcement steel, as specified in 405.

613.03.04 Pipe Plugs

Provide pipe plugs with a thickness that is equal to the inside diameter of the pipe or 2-feet, whichever is less.

613.04 MEASUREMENT AND PAYMENT

The Owner will measure and make payment for items as follows:

<i>Item</i>	<i>Pay Unit</i>
Miscellaneous Concrete	Cubic Yard

Miscellaneous concrete will be measured and paid under the items listed in this Subsection only to the extent that an item is included in the Proposal. Miscellaneous concrete for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING SECTION IS ADDED:

SECTION 614 – ROOFING

614.01 DESCRIPTION

This Section describes requirements for furnishing and installing roofing materials for new roofs and roof repairs.

614.02 MATERIALS

Provide the following materials:

Timber.....915.04.
Timber Treatments.....915.05
Timber Connectors and Hardware.....915.06 and ASTM F1667.
Asphalt shingles.....as manufactured by Bird Roofing Products, Celotex Roofing Products, Certainteed, GAF Materials Corp., Georgia Pacific Corp., Owens-Corning Fiberglass or approved equal.
Underlayment felt and rubberized asphalt perimeter underlaymentASTM D226, D312 and D449.
Flashing.....ASTM A653/A653M and ASTM A924/A924M.

All roofing materials shall comply with requirements of the New Jersey Edition of the International Building Code.

614.03.01 Submittals

Prior to ordering roofing materials, the Contractor shall submit shop drawings for review and approval by the Engineer.

Prior to ordering materials, a color sample chart for the asphalt shingles shall be provided for color selection by the Owner.

614.03 CONSTRUCTION

Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.

Water and ice protection shall be provided at all gable, eave and ridge areas.

Construction means and methods shall adhere to requirements of the New Jersey Edition of the International Building Code.

614.04 MEASUREMENT AND PAYMENT

Payment will be made as follows:

<i>Item</i>	<i>Pay Unit</i>
Roof Repair	Unit

Separate payment for timber, underlayment felt, rubberized asphalt, ice shields, flashing and connectors will not be made; all costs related thereto will be included in the price bid for Roof Repair.

DIVISION 650 – UTILITIES

SECTION 651 – WATER

651.02 MATERIALS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In the event of conflict, material requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the water system will prevail.

651.03 CONSTRUCTION

THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED TO THIS SUBSECTION:

In the event of conflict, construction means and requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the water system will prevail.

651.03.01 Ductile Iron Water Pipe

C. Excavating

THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

THE SIXTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Do not leave trenches open overnight unless provided with steel plating and protective fence.

651.03.05 Relocate Fire Hydrant

THE SECOND SENTENCE OF THIS SUBPART IS CHANGED TO:

Cap, remove or extend the existing branch line as required and permitted by the Utility to relocate the existing hydrant and isolation valve.

651.03.07 Reset Water Valve Box

THE FOLLOWING IS ADDED TO THIS SUBPART:

Provide temporary pavement around the reset valve box in accordance with the project plans and as directed by the Engineer. Remove temporary pavement installed prior to final paving.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

651.03.09 Relocate Water Valve and Box

Remove the existing water valve and box. Cap, remove or extend the existing water line as required and permitted by the Utility to relocate the water valve and box. Install the existing water valve and box as specified in 651.03.01 and 651.03.03 as applicable.

651.04 MEASUREMENT AND PAYMENT

THE PAY ITEMS AND UNITS INDICATED IN THE FIRST PARAGRAPH ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
____", _____ Water Pipe, Class _____	Linear Foot
____", _____ Water Pipe, Bridge, Class _____	Linear Foot
Water Service Connection	Unit
Fire Hydrant Assembly	Unit
Relocate Fire Hydrant Assembly	Unit
Reset Fire Hydrant	Unit
Reset Valve Box	Unit
Relocate Valve and Box	Unit

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

____", _____ Water Pipe, Class _____ will be measured and paid by the linear foot including the lengths of tees, sleeves, and valves measured parallel to the water pipe outside the limit of a structure.

THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

____", _____ Water Pipe, Bridge, Class _____ will be measured and paid by the linear foot measured parallel to the water pipe within the limit of a structure.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04 and 806.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Excavation required for the installation of water pipe and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Pipe bedding will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pressure testing, disinfection and water as-built plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for joint restraint, pipe fittings, sleeves and valves will not be made.

Payment for resetting or relocating residential meter pits and curb stops will be made under the items reset valve box and relocate valve box as scheduled in the Proposal.

Separate payment for removal of existing potable water pipe and appurtenances will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

SECTION 652 – SANITARY SEWERS

652.02 MATERIALS

THE LAST PAY ITEM IS AMENDED TO THE FOLLOWING:

Asphalt Waterproofing.....912.02.03

THE FOLLOWING ARE ADDED TO THE MATERIALS LIST OF THIS SUBSECTION:

Grout.....903.08.02

Epoxy Waterproofing.....912.08.02

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In the event of conflict, material requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the sanitary sewer will prevail.

652.03 CONSTRUCTION

THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED TO THIS SUBSECTION:

In the event of conflict, construction means and requirements of the local Municipal Utility Authority, Utility Department, or Department of Public Works having jurisdiction of the sanitary sewer will prevail.

652.03.01 Sewer Pipe

C. Excavation

THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

THE SIXTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Do not leave trenches open overnight unless provided with steel plating and protective fence.

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Provide dewatering for excavations as specified in 202.03.03.A.1 to maintain stability of the excavated area and construction activities.

E. Installing Sanitary Sewer Gravity and Force Mains

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

Penetrations through existing structure walls shall be core drilled, as required, and provided with a modular seal or rubber gasket, and non-shrink grout as detailed and specified on the plans.

G. Sewer Pipe Testing. 1. Gravity Main Sewer Testing

THE FIRST PARAGRAPH OF THIS SUBHEADING ALONG WITH ITEMS A AND B ARE DELETED AND REPLACED WITH THE FOLLOWING:

Contractor shall perform a low pressure air test for each run of pipe between manholes in the presence of the Utility Inspector and provide results of the test to the Engineer for approval. Low pressure air test shall be accomplished by plugging each end of the pipe run and introducing air at low pressure into the line and measuring the drop over a specified time.

Low pressure air testing shall start at a minimum of 5PSI with a 0.5 PSI allowable drop over the time required as listed in Table 652-01.

Air pressure correction, which must be added to the 5.0 PSI normal test starting pressure, shall be calculated by dividing the average vertical height, in feet of groundwater above the invert of the sewer pipe to be tested, by 2.31. The result gives the air pressure correction in pounds per square inch to be added. Groundwater height shall be determined at the time of construction by the Engineer and Contractor. In no case should the starting pressure exceed 9.0 PSI.

If the low pressure test results in a pressure drop less than or equal to 0.5 PSI over the allowable time, as indicated in Table 652-01, the pipe run is acceptable. In the event the pressure drop is greater than 0.5 PSI, all test plugs and pipe joints shall be verified for proper seating and the pipe run retested. This procedure shall be repeated for each pipe run until acceptable results are obtained. In the event of continued failure, the Contractor shall, at no additional cost to the Owner, locate and replace the defective pipe section until the specified criteria are met.

Alternative test methods may be permitted as approved by the Engineer.

Table 652-01 Low Pressure Air Test Specification Time Required

Pipe Diameter (In.)	Minimum Time (min:sec)	Length for Minimum Time (Ft.)	Time for Longer Length (sec)	Specification Time (min:sec) for Length of Pipe Run							
				100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	0:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:56
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07

33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23

652.03.05 Manhole, Sanitary Sewer

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Paint the outside surface of the manhole walls with 2 coats of asphalt cement or epoxy waterproofing according to the manufacturer's recommendations.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Provide watertight pipe penetrations with an integrally cast rubber gasket and non-shrink grout.

THE FOLLOWING SUBHEADING IS ADDED TO THIS SUBPART:

A. Sanitary Sewer Manhole Testing. Contractor shall perform a negative air pressure (vacuum) test for each manhole in the presence of the Utility Inspector and provide results of the test to the Engineer for approval to demonstrate manholes are water-tight.

Negative Air Pressure (Vacuum) Test -

- All lift holes shall be plugged. All pipes entering the manhole shall be temporarily plugged. Pipes and plugs shall be braced to prevent them from being drawn into the manhole.
- The test head shall be placed at the top of the manhole in accordance with the manhole and test equipment manufacturers' recommendations.
- A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. Time shall be measured for the vacuum to drop to 9 inches of mercury.
- The manhole shall pass the test if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury meets or exceeds the values designated in ASTM C1244-93 - Table 1 "Minimum Test Times for Various Manhole Diameters in Seconds" as incorporated herein as Table 652-02.
- If the manhole fails the initial test, the manhole shall be repaired accordingly and re-tested until a satisfactory test is obtained. Use or failure of vacuum testing shall not preclude acceptance by appropriate water infiltration or exfiltration testing.
- All testing shall be completed after placement of the initial backfill and before pavement restoration.
- Alternative test methods may be permitted as approved by the Engineer.

Table 652-02 - ASTM C1244-93, Minimum Test Times for Various Manhole Diameters in Seconds

Depth (ft.)	Manhole Diameter (inches)		
	48	60	72
	Time (seconds)		
8	20	26	29
10	25	33	36
12	30	39	43
14	35	46	51
16	40	52	58
18	45	59	65
20	50	65	72
22	55	72	79
24	59	76	87

652.03.06 Reconstructed Manhole Sanitary Sewer

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Reconstruct sanitary sewer manholes as specified in 602.0303.

THE FOLLOWING IS ADDED TO THE END OF THE SECOND SENTENCE OF THE FIRST PARAGRAPH:

“...to a depth of 3-feet below grade.”

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Reconstruct sanitary sewer manholes to provide water-tight joints for all pipe penetrations, manhole riser section joints, and castings.

Reconstruct channel and benching to provide a smooth and uniform finish that minimizes resistance to flow. Ensure that the shape of the channel conforms uniformly with the inlet and outlet pipe.

652.03.07 Reset Manhole Sanitary Sewer

THE FOLLOWING IS ADDED TO THE END OF THE FIRST SENTENCE OF THE FIRST PARAGRAPH:

“...and reconstruct the manhole as specified in 652.03.06.”

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS DELETED:

652.03.08 Video Inspection of Sewer

THE FOLLOWING IS ADDED TO THE END OF THE FIRST SENTENCE:

“...and as required by the Utility.”

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

652.03.10 Reset Clean-Out

Adjust the height of the existing clean-out box by adding to the vertical connection so that it is set flush with the proposed grade without disturbing the existing sanitary sewer service.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

652.03.11 Relocate Clean-Out

Remove the existing clean-out and box. Cap, remove or extend the existing sanitary sewer service line as required and permitted by the Utility to relocate the clean-out box. Install the existing clean-out and box as specified in 652.03.01 and 651.03.04 as applicable.

THE FOLLOWING SUBPART IS ADDED TO THIS SUBSECTION:

652.03.12 By-Pass Pumping

The existing sanitary sewer pump station and collection system shall remain operational during the entire course of the project and construction operations. The Contractor shall provide temporary bypass pumping for sanitary sewers on account of work being carried out on the existing pump station, and collection system for the duration of the project. Contractor shall submit a detail for intended method of temporary bypass pumping to the Engineer for review and approval as specified in 105.05.

652.04 MEASUREMENT AND PAYMENT

THE PAY ITEMS AND UNITS INDICATED IN THE FIRST PARAGRAPH ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
—”, _____ Sanitary Sewer Pipe	Linear Foot
—”, _____ Sanitary Sewer Pipe, Bridge	Linear Foot

Sanitary Sewer Pipe Lining	Linear Foot
Sanitary Sewer Service Connection	Unit
Reset Clean-Out	Unit
Relocate Clean-Out	Unit
Manhole, Sanitary Sewer, ___' Diameter	Unit
Doghouse Manhole, Sanitary Sewer, ___' Diameter	Unit
Reconstructed Manhole, Sanitary Sewer, Using _____ Casting	Unit
Reset Casting, Sanitary Sewer, Using _____ Casting	Unit
Extension Ring for Existing Manhole, ___' Diameter	Unit
Sanitary Sewer By-Pass Pumping	Lump Sum
Water-Tight Pipe Penetration, ___" Pipe	Unit
Reset Manhole	Unit

THE SECOND PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

___", _____ Sanitary Sewer Pipe will be measured and paid by the linear foot including the lengths of tees, wyes sleeves, valves, bends, etc. measured parallel to the sanitary sewer pipe outside the limit of a structure.

THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

___", _____ Sanitary Sewer Pipe, Bridge will be measured and paid by the linear foot including measured parallel to the sanitary sewer pipe within the limit of a structure.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04 and 806.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Excavation required for the installation of sanitary sewers and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Pipe bedding will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pressure testing, video inspection and sanitary sewer as-built plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for joint restraint, pipe fittings, sleeves and valves will not be made.

A unit of sanitary sewer service connection and relocate clean-out box includes both temporary and permanent sanitary sewer service connections needed to provide continued service to a structure.

Separate payment for removal of existing sanitary sewer pipe, manholes, service connections and appurtenances will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

Costs incidental to sanitary sewer bypass pumping as herein described, will be paid for under the item Sanitary Sewer, Bypass Pumping included in the Proposal. In the event that the Contractor fails to provide adequate sanitary sewer bypass pumping, the City may take such precautions to safeguard health and safety of the general public and maintain integrity of the existing sanitary sewer, and the cost of same shall be deducted from payment due the Contractor.

Payment under the item Water Tight Pipe Penetration, ___" Pipe shall include all costs related to core-drilling, as required, of the structure along with supply and installation of materials for a water-tight seal as required, detailed on the plans and approved by the Engineer.

SECTION 653 – GAS

653.02 MATERIALS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

In the event of conflict, material requirements of the Utility having jurisdiction of the gas main will prevail.

653.03 CONSTRUCTION

THE FOLLOWING INTRODUCTORY PARAGRAPH IS ADDED TO THIS SUBSECTION:

In the event of conflict, construction means and requirements of the Utility having jurisdiction of the gas main will prevail.

653.03.01 Gas Main

A. Prequalification

THE SECOND SENTENCE OF THIS SUBHEADING IS CHANGED TO:

A listing of pre-qualified contractors for this work may be obtained from the Utility.

E. Excavating

THE THIRD SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Backfill trenches and restore the pavement structure as detailed on the plans prior to opening to traffic.

THE SIXTH SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Do not leave trenches open overnight unless provided with steel plating and protective fence.

653.03.03 Gas Service Connection

THE FOLLOWING IS ADDED TO THIS SUBPART:

Provide testing of gas service connection to verify existing gas pressure and volume are available for the specified equipment to be supplied. Perform gas service connection immediately downstream of the gas meter. Provide one copy of the test results to the Engineer.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

653.03.06 Relocate Gas Valve and Box

Remove the existing gas valve and box. Cap, remove or extend the existing gas main as required and permitted by the Utility to relocate the gas valve and box. Install the existing valve and box as specified in 652.03.01 and 651.03.03 as applicable.

653.04 MEASUREMENT AND PAYMENT

THE PAY ITEMS AND UNITS INDICATED IN THE FIRST PARAGRAPH ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
—", Gas Main	Linear Foot
—", Gas Main, Bridge	Linear Foot
Gas Service Connection	Unit
Reset Valve Box	Unit
Relocate Valve and Box	Unit

THE THIRD PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Pavement and surface restoration will be measured and paid as specified in 302.04, 401.04, 405.04, 804.04 and 806.04 to the extent that items are scheduled in the Proposal. Pavement and surface restoration for which no items

are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Excavation required for the installation of gas main and appurtenances thereto will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Pipe bedding will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for pressure testing and as-built plans will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for joint restraint, pipe fittings, sleeves and valves will not be made.

Separate payment for removal of existing gas mains and appurtenances will not be made; all costs related thereto will be included in lump sum price bid for the item Clearing Site as specified in 201.04.

DIVISION 700 - ELECTRICAL

SECTION 701 – GENERAL ITEMS

701.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All work described in this Section shall comply with the most recent local, state and federal electrical codes.

701.02.01 Materials

THE SECOND PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Provide materials as specified in the Contract and in the New Jersey Electrical Materials Specifications that are available on the New Jersey Department of Transportation website.

THE THIRD PARAGRAPH OF THIS SUBPART IS CHANGED TO:

The use of pre-qualified materials is encouraged but not required. When utilizing pre-qualified materials, a listing of the pre-qualified materials to be utilized must be submitted as a shop drawing. Include working drawings for certification and approval for materials that are not pre-qualified.

THE FOLLOWING IS ADDED TO THIS SUBPART:

All materials shall conform with the most recent local, state and federal electric codes.

701.03.01 Existing Systems

THE TIME PERIOD INDICATED IN THE SECOND PARAGRAPH OF THIS SUBPART IS CHANGED TO:

14 days.

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH OF THIS SUBPART:

Due to nature of operations based within the facility, disruptions to the electrical service are strongly discouraged. If it is deemed that a disruption of the electrical service is required to complete the proposed improvements, the Contractor must notify, and obtain approval from, the Engineer and City Police Chief, a minimum of 3 days in advance of the electric service disruption. The Contractor will be responsible for providing temporary electric service for the duration of any temporary service disruption, if required.

THE THIRD PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Before commencement of work on an existing system, the Contractor shall arrange a site meeting with the Owner and Engineer to inspect and verify the proper operation of the existing system.

THE FIFTH PARAGRAPH OF THIS SUBPART IS CHANGED TO:

If modifying existing systems, salvage the existing materials for use in the modified system or for alternative use, as appropriate. Store salvaged materials at or near the Project Limits as specified in 108.04. As directed, deliver salvaged materials to the Owner and unload the materials where directed. Dispose of unused or unsalvaged materials from the Project Limits as specified in 201.03.09.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Remove all existing junction boxes and conduit that are abandoned under this Contract.

Provide temporary wiring as required and directed for operation of existing equipment to remain.

Provide wiring and connections as required for connection to the proposed system.

Existing electrical conduits and structures shall be removed to the extent required for the construction of proposed improvements.

Contractor shall provide means, methods, and materials for providing temporary connections of existing electrical equipment, as may be required throughout duration of the project. All temporary connections shall be removed by the Contractor at the time of permanent connections.

Contractor shall provide means, methods, and materials for providing permanent connections of existing electrical equipment, which will remain, to the proposed electrical system.

701.03.05 Rigid Non-metallic Conduit

B. Installation

THE FOLLOWING IS ADDED TO THIS SUBHEADING:

When installing rigid non-metallic conduit through concrete or masonry walls of buildings, core drill the structure and provide a sufficient length of pipe to allow for connections within the building. Seal the penetration using a modular seal and/or non-shrink grout as detailed and specified on the plans.

THE FOLLOWING SUBHEADING IS ADDED TO THIS SUBPART:

D. Exposed Installation

Install expansion joint fittings at structure expansion joints and provide necessary mounting hardware and fittings for the conduit run. Install and support exposed rigid non-metallic conduit parallel with or at right angles to the lines of the structure. Install and rigidly support concealed rigid non-metallic conduit in as direct a line as possible.

701.03.15 Cable and Wire

C. Connection and Coordination with Utility Services

THIS SUBHEADING IS CHANGED TO:

Provide the main electrical panel and building sub-panels with appropriate electrical connections to the automatic transfer switch such that back-up electrical power will be provided. Provide all electrical connections in accordance with manufacturer recommendations, project specifications, NEC and local/state requirements.

Provide stand-by power sub-panel and required wiring as required.

D. Testing

PARAGRAPHS THREE, FOUR, FIVE AND SIX ARE REPLACED WITH THE FOLLOWING:

Provide testing as specified in Section 705 in presence of the Owner and/or Engineer.

PARAGRAPH SEVEN IS CHANGED TO:

Repair or replace, as required, all defective materials and equipment discovered during testing. Retest materials and equipment that has been repaired or replaced. Perform repair, replacement and retesting of defective materials and equipment at no cost to the Owner.

701.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

General Electrical Items of the various types and kinds will be measured and paid under the items listed in this subsection only to the extent that such items are scheduled in the Proposal. General Electrical Items of the various types and kinds for which no item is scheduled in the Proposal will not be measured and paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Excavation required for the installation of electrical conduit, junction boxes and appurtenances will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Bedding for conduit and appurtenances will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for removal of existing electrical equipment and appurtenances will not be made; all costs related thereto will be included in the lump sum price bid for the item Clearing Site as specified in 201.04.

Separate payment for wire and cable will not be made; all costs related thereto will be included in the unit price bid for conduits and electrical appurtenances.

Separate payment for miscellaneous fittings required for conduit, wire, and cable will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for individual electrical connections of individual electrical appurtenances and/or circuits will not be made; all costs related thereto will be included in the unit price bid for individual electrical items and/or appurtenances.

Separate payment for individual electrical connections within CT and distribution panels will not be made; all costs related thereto will be included in the unit price bid for CT Panels, individual electrical items and/or appurtenances.

Separate payment for coredrilling conduit penetrations will not be made; all costs related thereto will be included in the lump sum price bid for Clearing Site as scheduled in the Proposal.

THE THIRD PARAGRAPH IS DELETED FROM THIS SUBSECTION

DIVISION 800 - LANDSCAPING

SECTION 801 – SELECTIVE VEGETATION REMOVAL

801.03.02 Selective Clearing

B. Selective Clearing.

THE FOLLOWING SENTENCE IS ADDED TO THE FIRST PARAGRAPH OF THIS SUBHEADING:

Grub cleared areas to at least 18-inches below the proposed ground surface.

801.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Selective Clearing and Thinning will be measured and paid under the items listed in this Subsection to the extent that items are scheduled in the Proposal. Selective Clearing and Thinning for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for Borrow Topsoil required to backfill stump holes kinds will be measured and paid as specified in 804.04.

SECTION 802 – TRIMMING AND REMOVING TREES

802.03.01 Trimming Existing Trees

THE FOLLOWING IS ADDED TO THIS SUBPART:

Obtain Engineer approval for all work.

802.03.02 Tree Removal

THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Remove trees and grub stumps to at least 18-inches below the proposed ground surface.

THE FOLLOWING SUBPART IS ADDED:

802.03.03 Grinding and Removing Tree Roots

Ensure that extent of root grinding and removal has been determined and is supervised by a skilled tree care professional. At least 7 days before beginning the work, determine extent of root grinding and removal and obtain Engineer approval. Submit the name and qualifications of the skilled tree care professional to the Engineer for approval.

Grind and remove tree roots utilizing mechanical means as required and directed by the Engineer and tree care professional. Remove only roots required for proposed construction. Ensure proper precautions not to damage existing subsurface utilities and structures. Repair all damage to subsurface utilities and structures at no additional cost to the Owner.

Repair damage to remaining root systems as directed by the Engineer and skilled tree care professional. Repair damaged turf areas as specified in 806.03.01.

Dispose of debris resulting from root grinding and removal as specified in 201.03.09. Backfill area of root grinding/removal with approved materials.

802.04 MEASUREMENT AND PAYMENT

THE FOLLOWING PAY ITEMS ARE ADDED TO THE FIRST PARAGRAPH:

<i>Item</i>	<i>Pay Unit</i>
Root Grinding & Removal	Unit
Trimming Existing Tree	Unit
Removal of Tree	Unit

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Trimming and removal of trees will be measured and paid under the items listed in this Subsection to the extent that items are scheduled in the Proposal. Trimming and removal of trees for which no items are scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for Borrow Topsoil required to backfill stump holes kinds will be measured and paid as specified in 804.04.

One unit of the pay item Root Grinding & Removal will include grinding and removal all roots for one tree.

One unit of the pay item Trimming Existing Tree will include all trimming required for one tree.

One unit of the pay item Removal of Tree will include complete removal of tree and removal of all roots for one tree.

Separate payment for backfill required as a result of Root Grind & Removal will be made as specified in 301.04.

SECTION 803 – PREPARATION OF EXISTING SOIL

803.02 MATERIALS

THE FOLLOWING IS ADDED TO THE MATERIALS LIST PROVIDED IN THE FIRST PARAGRAPH:

Topsoil.....917.01

803.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Preparation Of Existing Soil will be measured and paid under the items listed in this Subsection to the extent that an item is scheduled in the Proposal. Preparation Of Existing Soil for which an item is not scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 804 – TOPSOIL SPREADING

804.03.01 Topsoil Spreading

THE FIRST PARAGRAPH IS CHANGED TO:

Store topsoil and borrow topsoil in separate stockpiles s specified in 202.03.03.B.

THE SECOND SENTENCE OF THE SECOND PARAGRAPH IS CHANGED TO:

Remove from the scarified area all stones ½-inch or larger in any dimension and other debris such as wires, cables, tree roots, pieces of concrete, clods and lumps.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Handle excess topsoil not required for the project in the following manner, as directed by the Engineer:

- Stockpile in neatly graded storage piles within the project limits for future use by the Owner, or;
- Evenly spread and stabilized throughout disturbed areas of the site, or;
- Disposed of by the Contractor at no additional cost to the Owner, or;
- Trucked, at no additional cost to the Owner, to a facility within a 10-mile radius of the project site for future use by the Owner.

Upon completion of topsoiling operations, the Engineer will notify the Contractor, in writing, within 7 days, to determine and notify the Contractor relative the manner in which excess materials will be handled.

804.04 MEASUREMENT AND PAYMENT

THE PAY ITEMS CONTAINED IN THIS SUBSECTION ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
Topsoiling, __” Thick	Square-Yard

THE THIRD PARAGRAPH OF THIS SUBSECTION IS DELETED.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for screening of Borrow Topsoil and existing stripped topsoil materials will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Payment for the item Topsoiling, __” Thick will include placement and spreading of existing topsoil materials, which have been stripped and screened along with furnishing, placement and spreading of any required Borrow Topsoil.

Separate payment for Borrow Topsoil will not be made; All costs related thereto shall be included in the item Topsoiling, __” Thick.

SECTION 805 – TURF REPAIR STRIP

805.01 DESCRIPTION

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

This Section also describes the requirements for regrading and repairing the area immediately adjacent to curb and the edge of pavement.

805.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Turf Repair Strip will be measured and paid under the item listed in this Subsection to the extent that an item is scheduled in the Proposal. Turf Repair Strip for which no item is scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 806 – FERTILIZING AND SEEDING

806.03.01 Fertilizing and Seeding

A. Optimal Seeding Season.

THE FIRST SENTENCE OF THIS SUBHEADING IS CHANGED TO:

Seed from March 1 to May 31 and from August 15 to November 15.

B. Soil Preparation.

THE THIRD SENTENCE OF THE FOURTH PARAGRAPH IS CHANGED TO:

Remove all vegetation, stones ½-inch or larger in any dimension, and other debris from areas to be seeded.

C. Seed and Fertilizer Application.

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS DELETED:

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

Sow grass seed mixtures at the following rate:

- Type A, A-3, A-4, B, D, F and W - 100 pounds per acre.
- Type GU and DB – 200 pounds per acre.
- Type SF – 300 pounds per acre.

SECTION 809 – MULCHING

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

809.03.04 Stone and Gravel Mulching

Provide and uniformly spread stone or gravel mulching to the thickness desired where indicated on the plans.

809.04 MEASUREMENT AND PAYMENT

THE THIRD AND FOURTH PAY ITEMS LISTED IN THE FIRST PARAGRAPH ARE CHANGED TO:

<i>Item</i>	<i>Pay Unit</i>
No. __ Stone Mulching, __" Thick	Square Yard
No. __ Gravel Mulching, __" Thick	Square Yard
Bark Mulching, _" Thick	Square Yard

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for mulching individual trees, shrubs, individual plantings and planting beds proposed with the project will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

SECTION 810 – MOWING

810.01 DESCRIPTION

DELETE THE FOLLOWING PHRASE FROM THIS SUBSECTION:

“...ROW.”

AND REPLACE WITH:

“...project limits.”

810.04 MEASUREMENT AND PAYMENT

THE FOLLOWING IS ADDED TO THIS SUBSECTION

Mowing of the various kinds will be measured and paid under the item listed in this Subsection to the extent that an item is scheduled in the Proposal. Mowing of the various kinds for which no item is scheduled in the Proposal will not be measured or paid; all costs related thereto will be included in the various items scheduled in the Proposal.

Mowing of grass areas within the project limits will be measured by the acre or square yard each time the area is mowed.

SECTION 811 – PLANTING

811.03.01 Planting

A. Furnishing, Delivering, Installing, and Caring for Plants.

THE FIRST PARAGRAPH OF THIS SUBHEADING IS CHANGED TO:

Submit a landscaping materials list for review and approval to the Engineer, a minimum of 30-days before delivery.

811.03.02 Plant Establishment and Maintenance Period

THE FIFTH PARAGRAPH AND SUBHEADINGS THERETO ARE CHANGED TO:

When the establishment period extends beyond Completion, provide a maintenance bond to the Owner in the amount specified in the Contract Documents.

811.04 MEASUREMENT AND PAYMENT

THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

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

<i>Item</i>	<i>Pay Unit</i>
_____	Unit
(Genus, Species, Variety, Root, and Size)	

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Separate payment for watering, staking and guying, tree protectors, mulching and pruning will not be made; all costs related thereto will be included in the various items scheduled in the Proposal.

Separate payment for Borrow Topsoil required for backfill will be measured and paid as specified in 804.04.

DIVISION 900 - MATERIALS

SECTION 901 - AGGREGATES

901.01 SOURCE

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All imported aggregate materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

901.08 RIPRAP STONES

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Use riprap stones that reply with requirements of the “Standards for Soil Erosion and Sediment Control in New Jersey”.

901.09 GABION BASKET STONE

TABLE 901.09-1 IS DELETED FROM THIS SUBSECTION:

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that the aggregate conforms to the following requirements:

<i>Basket Height</i>	<i>Minimum Stone Size</i>	<i>Maximum Stone Size</i>	<i>Density</i>
Less than 24-inches	3-inches	4-inches	120 lbs/cu-ft
Greater than or equal to 24-inches	4-inches	7-inches	120 lbs/cu-ft

SECTION 909 - DRAINAGE

909.02.02 HDPE Pipe

THE HEADING OF THIS SUBPART IS CHANGED TO:

909.02.02 HDPE Pipe and HDPE Underdrain Pipe

THE FIRST PARAGRAPH OF THIS SUBPART IS CHANGED TO:

Use type S (smooth interior with annular corrugations) HDPE drainage pipe with gasketed silt-tight joints; that conform to the following:

1. 4 through 10-inch pipe, joints and fittings – AASHTO M252, Type S
2. 12 through 60-inch pipe, joints and fittings – AASHTO M294, Type S or ASTM F2306
3. Silt-tight joints and fittings – ASTM F477
4. Pipe perforations, where required, - AASHTO M294 or M252

909.02.03 Plastic Drainage Pipe

THE FOLLOWING IS ADDED TO THIS SUBPART:

PVC pipe shall utilize either solvent weld or gasketed joints as approved by the Engineer.
PVC pipe for gravity sanitary sewers shall conform to ASTM D3034 with a SDR rating of 35.

909.02.05 Corrugated Aluminum Alloy Underdrain Pipe

THIS SUBPART IS DELETED

909.02.06 Corrugated Steel Pipe and Arches

THIS SUBPART IS DELETED

909.03 CASTINGS AND COMPONENTS FOR DRAINAGE STRUCTURES.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Ensure that castings and components for outlet control structures conform to the following:

1. **Trash Rack.** Use trash rack constructed from galvanized 6061-T6 aluminum bar conforming to ASTM B221 and ASTM A123/A123M. Use stainless steel hinges or clamps conforming to ASTM A276. Use galvanized bolts, nuts and washers as specified in 908.01.01, 908.01.02, 908.01.03, and 908.01.04.
2. **Orifice/Weir Plate.** Use orifice plate constructed from galvanized 6061-T6 aluminum conforming to ASTM B221 and ASTM A123/A123M. Use galvanized bolts, nuts and washers as specified in 908.01.01, 908.01.02, 908.01.03, and 908.01.04.
3. **Top Grate.** Use top grate, angles, clips and fasteners constructed from galvanized 6061-T6 aluminum bar conforming to ASTM B221 and ASTM A123/A123M. Use galvanized bolts, nuts and washers as specified in 908.01.01, 908.01.02, 908.01.03, and 908.01.04.

SECTION 910 – MASONRY UNITS

910.06 STONE PAVING BLOCK

THE HEADING OF THIS SUBSECTION IS CHANGED TO:

910.06 STONE, CONCRETE AND BRICK PAVING BLOCK

910.06 STONE, CONCRETE AND BRICK PAVING BLOCK

THE FIRST PARAGRAPH OF THIS SUBSECTION IS CHANGED TO:

Use new or used paving block of good quality conforming to the following:

- Concrete paving block – ASTM C936
- Brick paving block – ASTM C902-09
- Stone paving block – 4,500 psi minimum compressive strength

Provide color, texture, uniformity, size, color and pattern as selected by the Owner, approved by the Engineer and detailed on the plans. Ensure that reclaimed blocks are free of bituminous and cement grout coatings and other foreign matter. Ensure replacement stone and concrete paving block match existing block.

SECTION 912 – PAINTS, COATINGS, TRAFFIC STRIPES, AND TRAFFIC MARKINGS

912.03.01 Traffic Stripes

THE FOLLOWING SUBHEADING IS ADDED:

C. Thermoplastic

Thermoplastic stripes shall be as specified in 912.03.02.

SECTION 913 – GUIDE RAIL, FENCE, RAILING, AND BOX BEAM

913.01.01 Rail Element

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Fabricate rail element for steel beam guide rail according to AASHTO M180, Class A, Type I in Table 2.

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Fabricate rail element for wood beam guide rail from lumber as specified in 915.04. Ensure that timber is of the proper grade and treatment retention level.

913.01.02 End Treatments

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Wood Beam Guide Rail – use end treatments as detailed on the plans and approved working drawings as specified in 105.05.

913.01.04 Rub Rail

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Wood Beam Guide Rail – for rub rail, fabricate rub rail from lumber as specified in 915.04. Ensure that timber is of the proper grade and treatment retention level.

913.02.01 Chain-Link Fence

THE FOLLOWING IS ADDED TO THIS SUBPART:

All metallic materials (posts, rails, tension wire, hinges, hardware, etc.) utilized for chain-link fence shall be galvanized.

THE FOLLOWING SUBPART IS ADDED TO THIS SECTION:

913.02.04 Decorative Aluminum Fence

Aluminum fence shall conform to the details provided on the plans. All parts shall be powder coated an appropriate color as selected by the Owner. All aluminum rails, pickets, caps, channels, etc. shall have a minimum thickness of 0.1”.

SECTION 915 – TIMBER AND TIMBER TREATMENT

915.01 SAWN TIMBER POSTS, TIMBER SPACERS, AND ROUTED TIMBER SPACERS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

- Use Western Red Cedar No. 2, appearance knotty or better for site identification signs.
- Use Western Red Cedar No. 2, appearance knotty or better for posts of post and rail fence.
- Use Spruce, No. 2 or better for rails of post and rail fence.
- Provide lumber for cedar timber in accordance with the following:
 - NLGA – National Lumber Grades Authority
 - WCLIB – West Coast Lumber Inspection Bureau
 - WWPA – Western Wood Products Association

915.06 TIMBER CONNECTORS AND HARDWARE

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Provide timber connectors and hardware for residential, commercial and industrial buildings that conform with the New Jersey Edition of the International Building Code.

SECTION 917 – LANDSCAPING MATERIALS

917.01 TOPSOIL

THE FIRST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Provide topsoil containing no stones, lumps, roots, or similar objects larger than ½-inch in any dimension.

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

All imported topsoil materials shall be certified clean by the supplier to be in compliance with the residential direct contact soil remediation standards as specified in NJAC 7:26D.

3. Organic Content.

THE MINIMUM ORGANIC CONTENT INDICATED IS CHANGED TO:

5-percent by weight.

THE THIRD SENTENCE IS CHANGED TO:

Determine the organic content according to AASHTO T194, except that the sample is to be taken from oven-dried soil passing a No. 10 sieve. Submit a certificate of compliance for the organic content of topsoil as specified in 106.07 for each source of topsoil.

4. Gradation/Particle Size.

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Determine the particle size distribution for the portion of the topsoil passing the No. 10 sieve using hydrometer analysis according to AASHTO T88. Submit a certificate of compliance for the particle size analysis of topsoil as specified in 106.07 for each source of topsoil.

THE SECOND PARAGRAPH IS CHANGED TO:

Sample topsoil at a rate of 1 sample per source to ensure conformance to the requirements.

917.03.01 Grass Seed Mixtures

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

Provide grass seed mixtures that are not older than the sell by date and that conform to the requirements specified in Table 917.05.01-1 through 917.05.01-10. Provide a certificate of compliance as specified in 106.07 for each grass seed mixture utilized.

THE FOLLOWING IS ADDED TO THIS SUBPART:

Table 917.03.01-8 Type GU, General Use Grass Seed Mixture

<u>Kind of Seed</u>	<u>Percent of Total Weight</u>
Hard Fescue	63
Perennial Ryegrass	16
Kentucky Bluegrass (Blend)	21

Table 917.03.01-9 Type SF, Sports Field Grass Seed Mixture

<u>Kind of Seed</u>	<u>Percent of Total Weight</u>
Tall Fescue	80
Kentucky Bluegrass (Blend)	10
Perennial Ryegrass (Blend)	10

Table 917.03.01-10 Type DB, Drainage Basin Grass Seed Mixture

<u>Kind of Seed</u>	<u>Percent of Total Weight</u>
Strong Creeping Red Fescue	54.5
Kentucky Bluegrass	36.5
Perennial Ryegrass	9.0

917.04.05 Stone

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

For stone mulch, use coarse aggregate No. 4, or No. 5 as specified in 901.03.01 and indicated on the plans.

917.04.06 Gravel

THE FIRST SENTENCE OF THIS SUBPART IS CHANGED TO:

For gravel mulch, use coarse aggregate No. 1, No. 2 or No. 3 as specified in 901.03.01 and indicated on the plans.

SECTION 919 – MISCELLANEOUS

919.04 GABION WIRE BASKETS

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Fabricate gabions with PVC coated wire as a single unit construction. Weave base, lids and sides into a single unit with each end connected to the base section in such a manner that strength and flexibility of the point of connection is at least equal to that of the mesh. Divide each gabion by diaphragms with a length not greater than one and one-half times the width of the gabion.

919.14 DETECTABLE WARNING SURFACE

THIS SUBSECTION IS CHANGED TO:

Use cast-in-place or surface applied detectable/tactile warning surfaces constructed from a vitrified polymer composite, color as selected by the Owner, as conditions require. Utilize cast-in-place for new or rehabilitated facilities/construction and surface applied for rehabilitated facilities/construction. Provide driven concrete anchors and adhesive for surface applied detectable/tactile warning surfaces as recommended by the manufacturer. Detectable/tactile warning surfaces shall comply with the following:

- Water absorption – Less than 0.05-percent according to ASTM D570-98
- Slip resistance – Greater than 0.80 according to ASTM C1028-96
- Compressive strength – Greater than 28,000 psi according to ASTM D695-02A
- Tensile strength – Greater than 19,000 psi according to ASTM D638-03
- Flexural strength – Greater than 25,000 psi according to ASTM D790-03
- Chemical stain resistance – No discoloration or staining according to ASTM D543-95
- Abrasive wear – Less than 0.06 after 1,000 styles according to ASTM D2486-00
- Wear resistance – Greater than 500 according to ASTM C501-84
- Fire resistance – Flame Spread less than 15 according to ASTM E84-05
- Impact resistance – Greater than 550 in. lbf/in. according to ASTM D5420-04.
- Accelerated weathering – No fading or chalking for 3,000 hours according to ASTM G155-05A
- Freeze thaw – No cracking, delamination or other defects according to ASTM D1037-99
- Salt spray – No deterioration for 200 hours according to ASTM B117-03
- Loading – Single wheel HS20-44, no failure at 10,400 lbs according to AASHTO HB-17

CONSTRUCTION PLANS

FOR

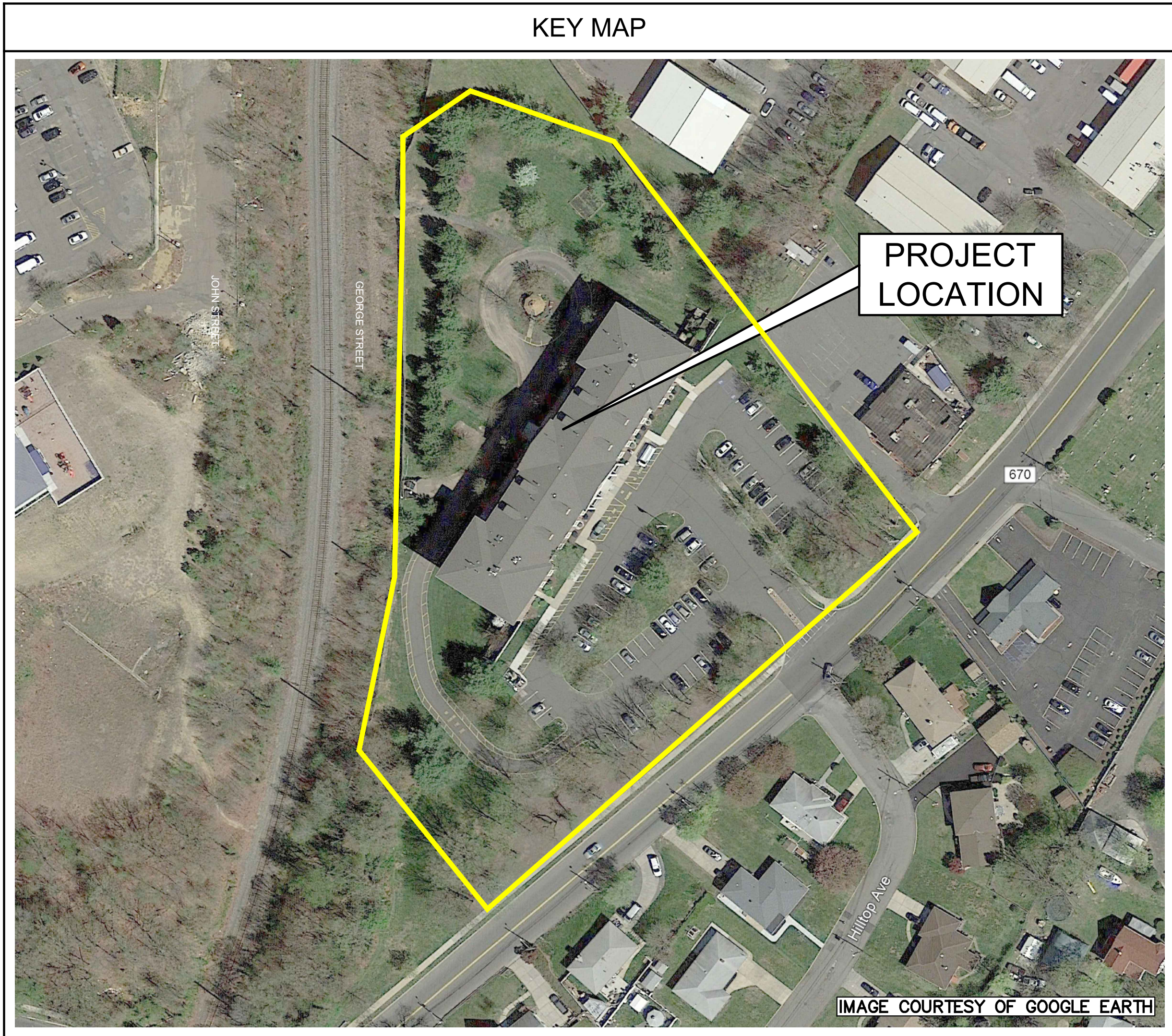
SAYREVILLE HOUSING AUTHORITY

GILLETTE MANOR SITE IMPROVEMENTS - PHASE 2

BOROUGH OF SAYREVILLE, MIDDLESEX COUNTY, NEW JERSEY

INDEX OF SHEETS		
SHT NO.	DESCRIPTION	LATEST REVISION
1	COVER SHEET	NO REVISIONS
2	CONSTRUCTION PLAN	NO REVISIONS
3	CONSTRUCTION DETAILS	NO REVISIONS

CONTRACTOR NOTES	
1.	EXISTING UTILITY INFORMATION SHOWN HEREON HAS BEEN COLLECTED FROM VARIOUS SOURCES AND IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS.
2.	EXISTING IMPROVEMENTS DEPICTED HEREIN ARE BASED UPON THE FOLLOWING: <ul style="list-style-type: none">• FIELD MEASUREMENTS TAKEN BY CENTER STATE ENGINEERING.• BOROUGH OF SAYREVILLE TAX MAPS.• GOOGLE EARTH AERIAL IMAGERY.
3.	THE CONTRACTOR SHALL VERIFY ALL INFORMATION TO HIS SATISFACTION PRIOR TO EXCAVATION.
4.	WHERE EXISTING UTILITIES ARE TO BE CROSSED BY PROPOSED CONSTRUCTION, TEST PITS SHALL BE DUG BY THE CONTRACTOR PRIOR TO CONSTRUCTION TO ASCERTAIN EXISTING INVERTS, MATERIALS AND SIZES.
5.	THE CONTRACTOR SHALL NOTIFY THE UNDER SIGNED PROFESSIONAL IMMEDIATELY IF ANY FIELD CONDITIONS ENCOUNTERED DIFFER MATERIALLY FROM THOSE REPRESENTED HEREON. SUCH CONDITIONS COULD RENDER THE DESIGNS HEREON INAPPROPRIATE OR INEFFECTIVE.
6.	ALL MATERIALS, WORKMANSHIP, AND CONSTRUCTION FOR SITE IMPROVEMENTS SHOWN HEREON SHALL BE IN ACCORDANCE WITH: <ul style="list-style-type: none">6.1. THE 2016 EDITION OF THE NEW JERSEY DEPARTMENT OF TRANSPORTATION "STANDARD ROADWAY CONSTRUCTION/TRAFFIC CONTROL/BRIDGE CONSTRUCTION DETAILS" BOOKLET AND "ELECTRICAL BUREAU STANDARD DETAILS" TO GOVERN EXCEPT FOR THOSE DETAILS CONTAINED HEREIN.6.2. NEW JERSEY DEPARTMENT OF TRANSPORTATION, "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST EDITION SHALL GOVERN.
7.	PRIOR TO COMMENCEMENT OF ANY WORK, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY STATE, COUNTY AND BOROUGH PERMITS.
8.	THE CONTRACTOR SHALL NOTIFY ALL UTILITIES A MINIMUM OF THREE WORKING DAYS PRIOR TO THE START OF ANY CONSTRUCTION ON THIS PROJECT. UTILITIES SHALL BE NOTIFIED DIRECTLY BY THE CONTRACTOR. THE CONTRACTOR SHALL ALSO NOTIFY THE UTILITIES MARK-OUT SERVICE AT 811 OR AREA CODE (800) 272-1000. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIAL UTILITY NOTIFICATIONS AND SUBSEQUENT RE-NOTIFICATIONS AS NECESSARY.
9.	THE ENGINEER SHALL BE NOTIFIED AT LEAST SEVEN DAYS PRIOR TO THE START OF CONSTRUCTION.
10.	FINAL LIMITS OF CONSTRUCTION TO BE DETERMINED BY THE ENGINEER, AT THE TIME OF CONSTRUCTION.
11.	THESE NOTES APPLY TO ALL SHEETS IN THIS SET.

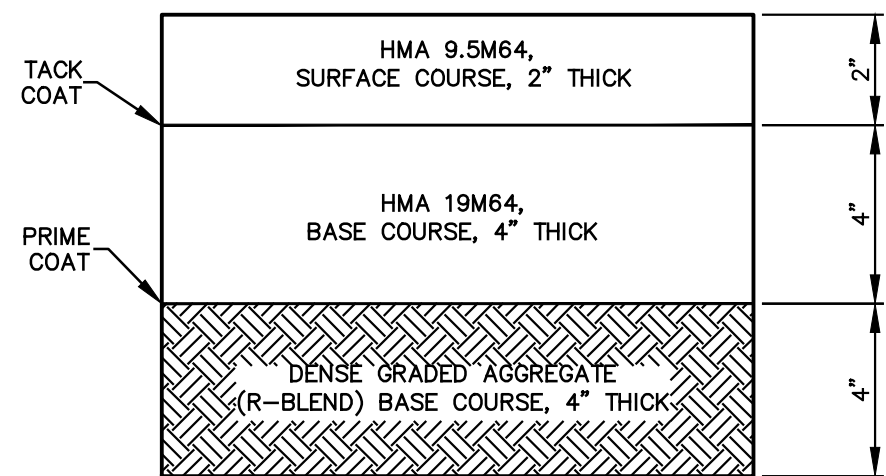


SCALE: 1" = 80'

HOUSING AUTHORITY OF THE BOROUGH OF SAYREVILLE SAYREVILLE, NEW JERSEY	
EXECUTIVE DIRECTOR DOUGLAS DZEMA	
CHAIRMAN KENNETH OLCHASKEY	
VICE CHAIRMAN RON GREEN	
COMMISSIONERS STEPHEN MELANASKI KENNETH KREISMER THOMAS BENINATO MARK SCHMIDT FRANK BELLA	

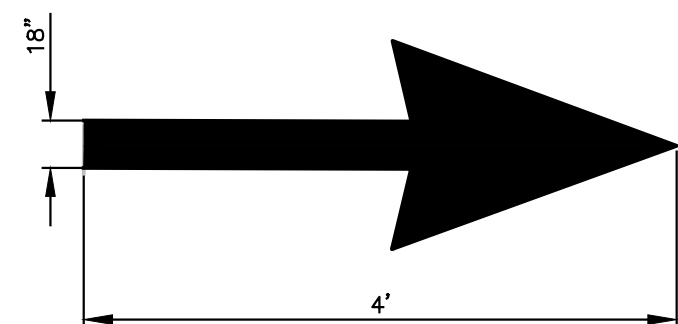
CENTER STATE ENGINEERING	
481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831 Phone: 732.605.9440 www.CenterStateEngineering.com Fax: 732.605.9444	
PROJECT: SAYREVILLE HOUSING AUTHORITY GILLETTE MANOR SITE IMPROVEMENTS - PHASE 2	
DRAWN BY: JWE	LOCATION: BOROUGH OF SAYREVILLE, MIDDLESEX COUNTY, NJ
DESIGNED BY: JWE	LOT AND BLOCK: LOT: 1 BLOCK: 399
CHECKED BY: KMM	TITLE: COVER SHEET
APPROVED BY: EWF	SCALE: AS NOTED
PROJECT MANAGER: EWF	ISSUE DATE: 07/27/2022
PROJECT NO.: 22-104	
SHEET NO.: 1 OF 3	
ERNEST W. FEIST, P.E. NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04057300 NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28247000	

NO.	DATE	REVISION	BY
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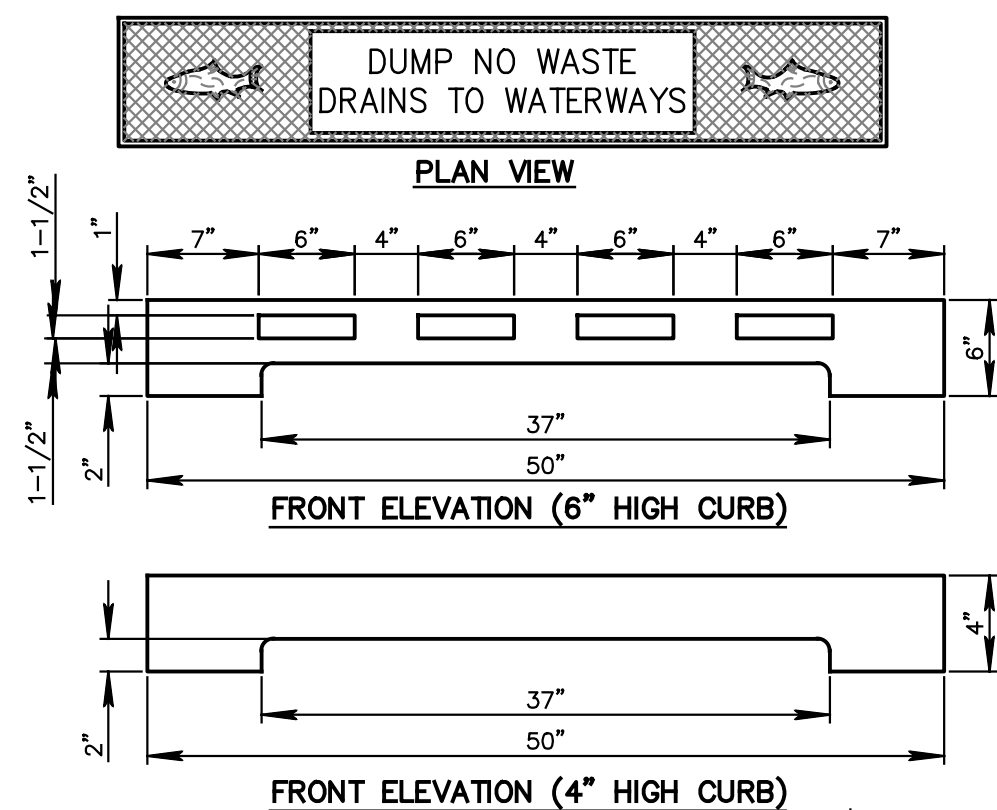


NOTE:
MIX NUMBERS ARE IN ACCORDANCE WITH NEW JERSEY DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2019.

PAVEMENT RESTORATION DETAIL
NOT TO SCALE

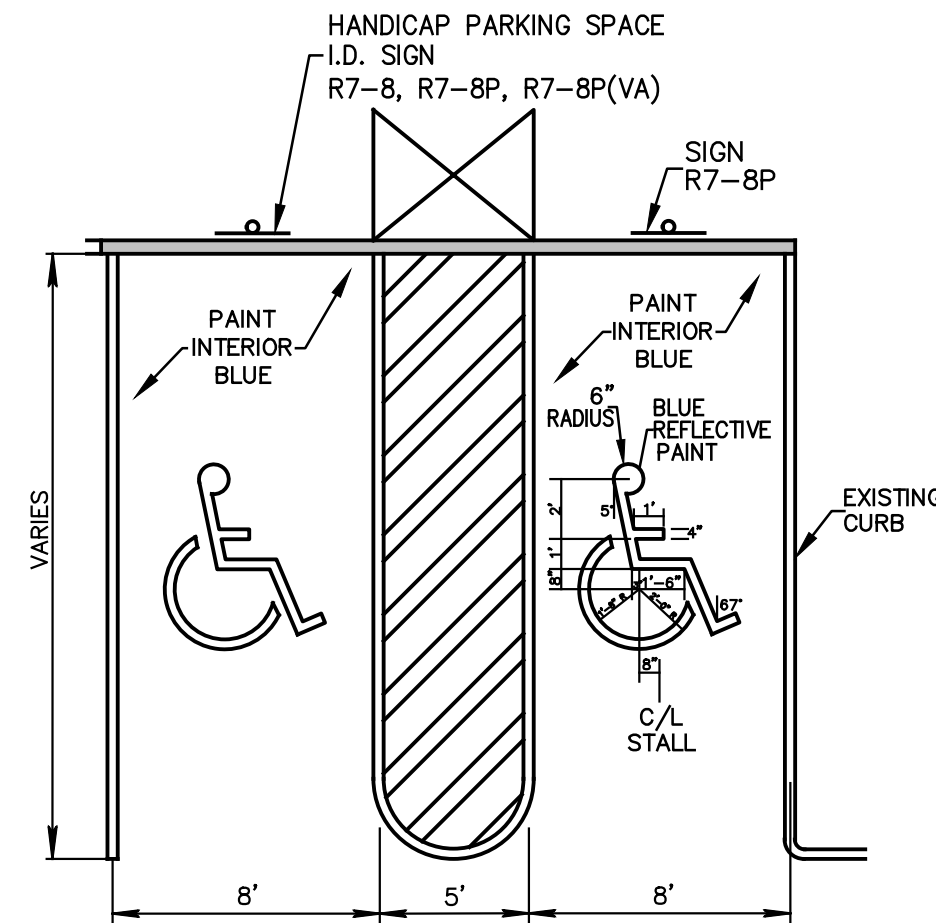


ARROW MARKING DETAIL
NOT TO SCALE



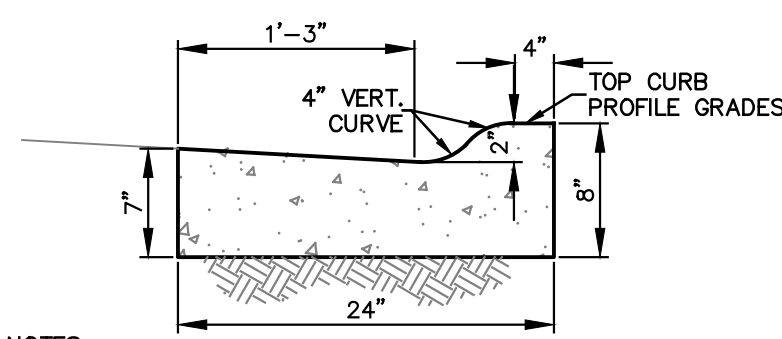
NOTES:
1. CURB-OPENING INLETS (INCLUDING CURB OPENING INLETS IN COMBINATION INLETS) MUST FOLLOW THE FOLLOWING SPECIFICATIONS: THE CLEAR SPACE IN THE CURB OPENING (OR EACH INDIVIDUAL CLEAR SPACE, IF THE CURB OPENING HAS TWO OR MORE SPACES) MUST HAVE AN AREA OF NO MORE THAN SEVEN (7.0) SQUARE INCHES, OR BE NO GREATER THAN TWO (2.0) INCHES ACROSS THE SMALLEST DIMENSION.
2. ALL PROPOSED CURB PIECES SHALL BE TYPE N-ECO CURB PIECE, AS MANUFACTURED BY CAMPBELL FOUNDRY.

CURB PIECE FOR INLET
NOT TO SCALE



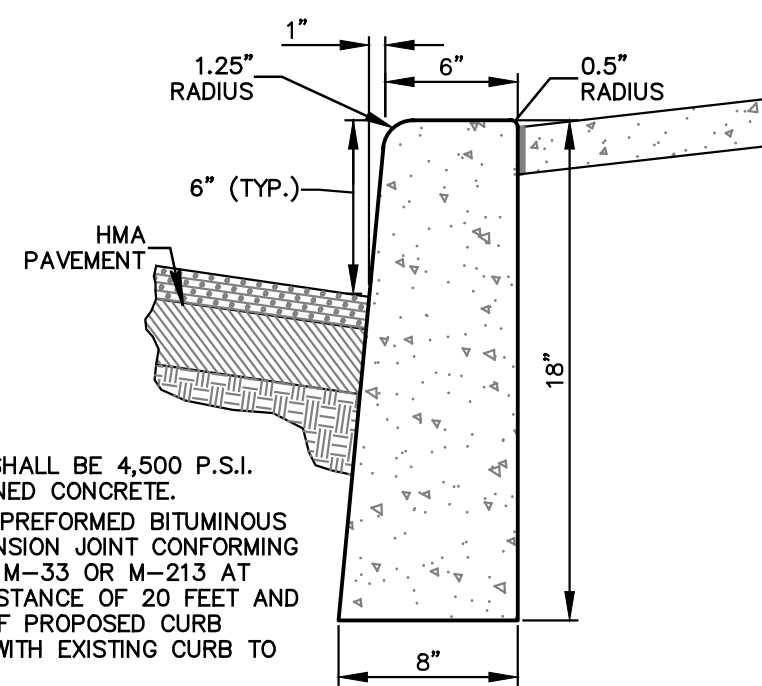
NOTE:
IF AT THE TIME OF CONSTRUCTION, THE STATE OF NEW JERSEY HAS APPROVED FINES/PENALTIES DIFFERENT THAN THOSE INDICATED ON THIS DETAIL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CURRENT SIGNAGE.

ACCESSIBLE PARKING STALL
NOT TO SCALE



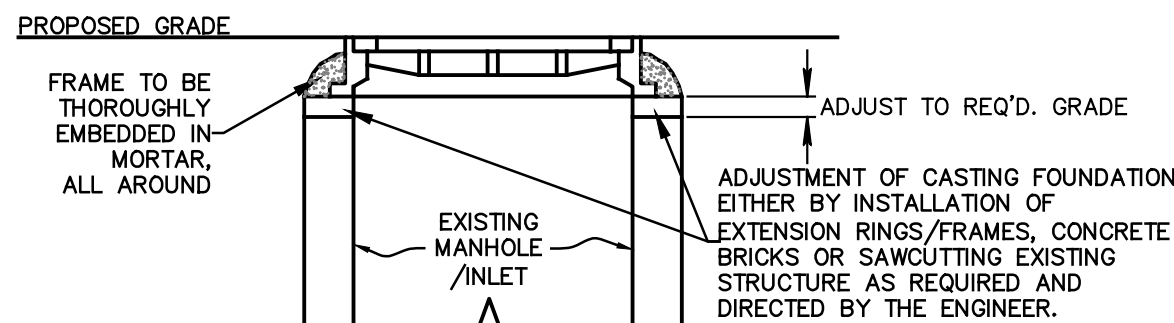
NOTES:
1. CONCRETE TO BE 4,500 PSI, AIR-ENTRAINED.
2. TRANSVERSE JOINTS 1/2" WIDE SHALL BE INSTALLED IN THE CURB 20'-0" APART AND SHALL BE FILLED WITH PREFORMED, BITUMINOUS-IMPREGNATED FIBER JOINT FILLER, COMPLYING WITH THE REQUIREMENTS OF AASHTO M-213, RECESSED 1/4" FROM THE FRONT FACE AND TOP OF THE CURB.
3. DUMMY JOINTS (FORMED) SHALL BE INSTALLED MIDWAY BETWEEN EXPANSION JOINTS.

MOUNTABLE CONCRETE CURB
NOT TO SCALE



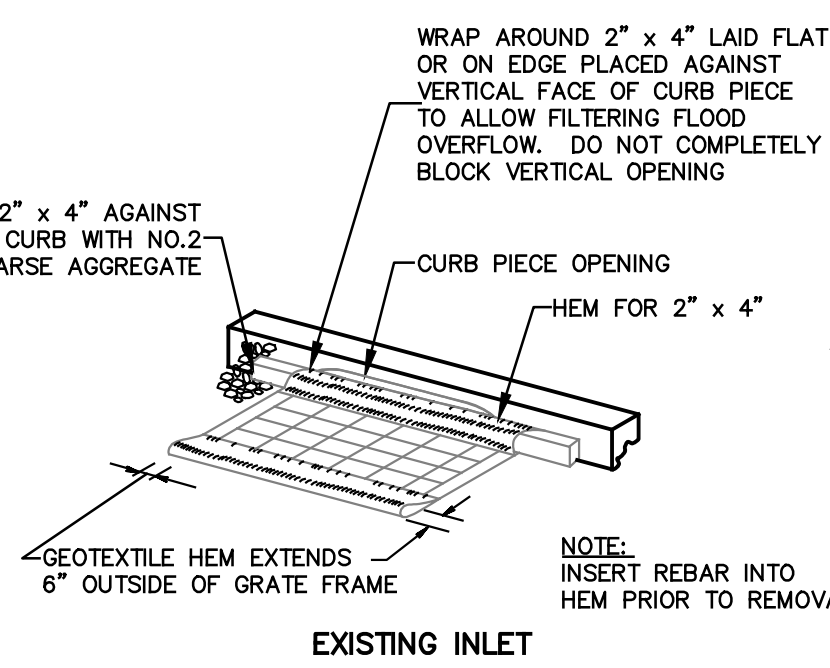
NOTES:
1. CONCRETE SHALL BE 4,500 P.S.I. AIR-ENTRAINED CONCRETE.
2. PROVIDE 3\"/>

CONCRETE CURB
NOT TO SCALE

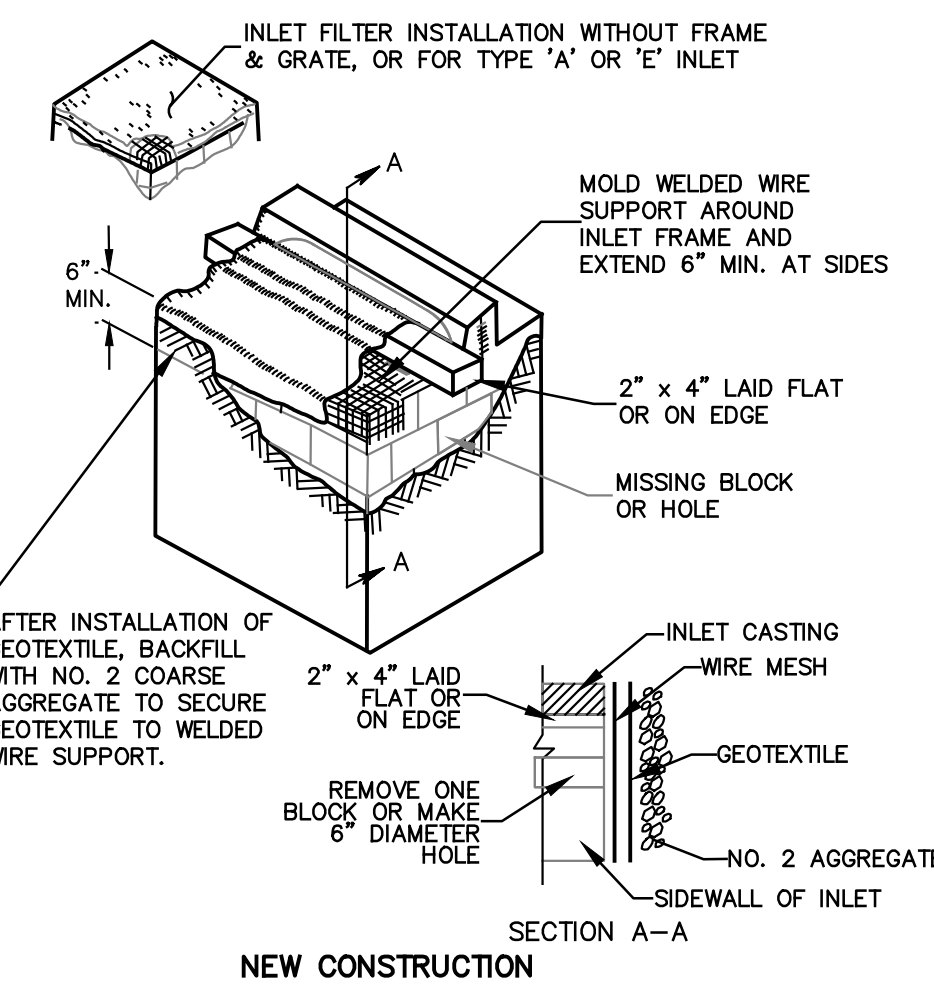


NOTES:
INLETS AND MANHOLES SHALL UTILIZE THE FOLLOWING CASTINGS, AS MANUFACTURED BY CAMPBELL FOUNDRY CO. OR APPROVED EQUAL.
• TYPE 'B' INLETS SHALL UTILIZE FRAME & GRATE NO. 2618 WITH A TYPE 'N' ECO CURB PIECE. CURB PIECE HEIGHT SHALL BE 4" OR 6", AS REQUIRED.
• TYPE 'E' INLETS SHALL UTILIZE FRAME AND GRATE NO. 3425.
• TYPE 'A' INLETS SHALL UTILIZE FRAME AND GRATE NO. 3405.
• MANHOLES SHALL UTILIZE FRAME & COVER NO. 1012-B OR 1012-D, AS REQUIRED AND DIRECTED.
• SANITARY SEWER MANHOLE CASTINGS SHALL BE WATERTIGHT WITH 'SANITARY' CAST ON COVER.
• RESETTNG OF SANITARY SEWER MANHOLE CASTINGS SHALL INCLUDE STRUCTURE REPAIRS SUCH AS PARING, REPLACEMENT OF LOOSE/BROKEN BRICKS, AND STEPS TO A DEPTH OF 3 FEET BELOW THE NEW CASTING.

RESETTING OF MANHOLE/INLET CASTING
NOT TO SCALE

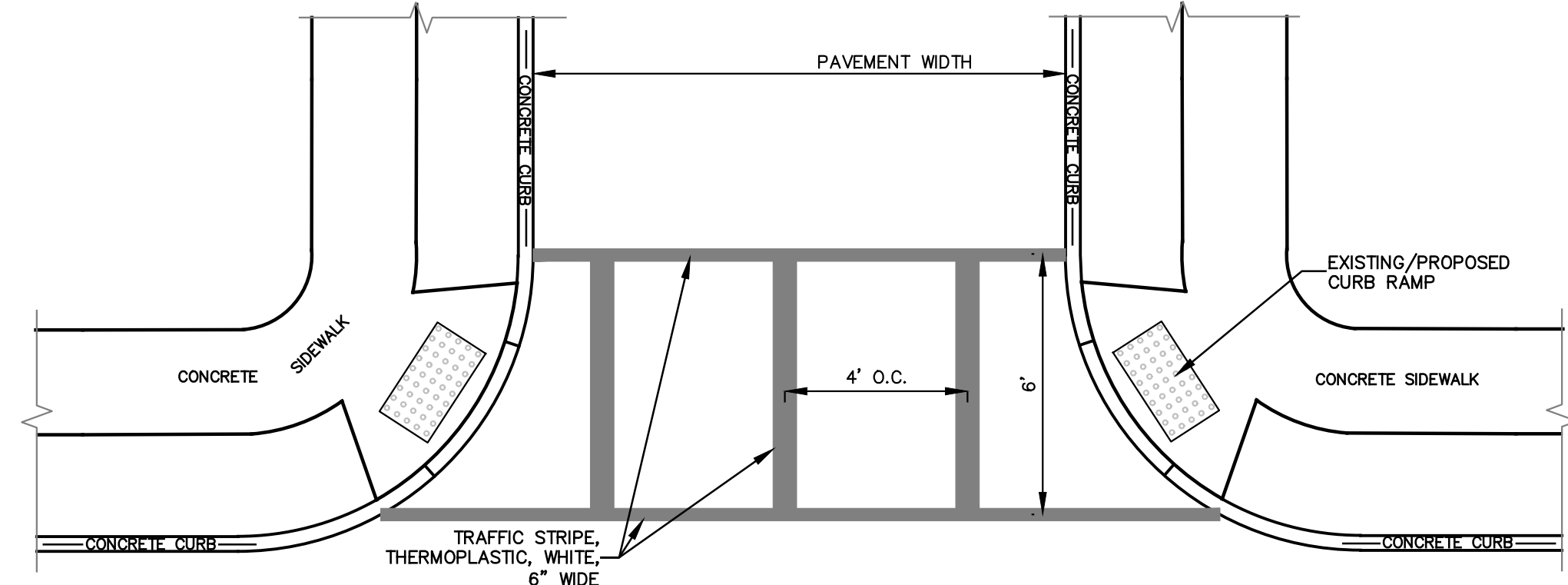


EXISTING INLET

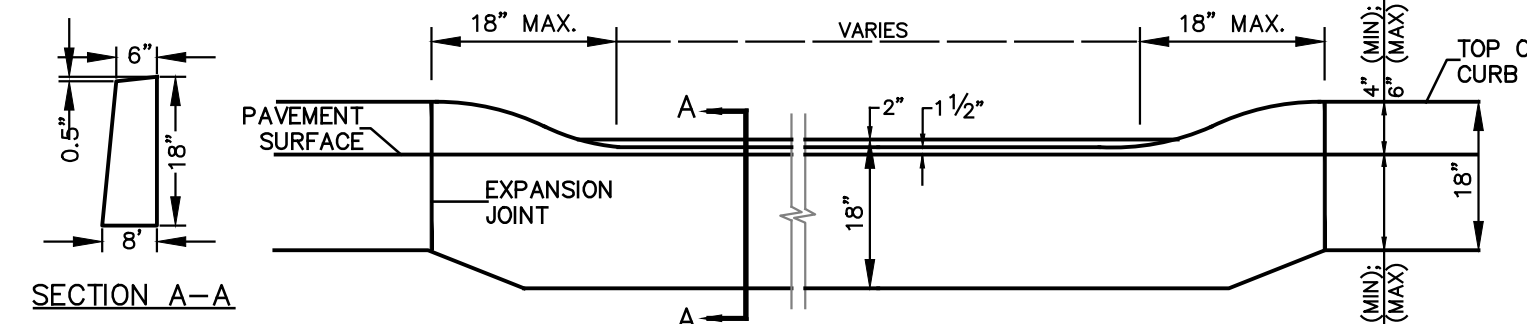


NEW CONSTRUCTION

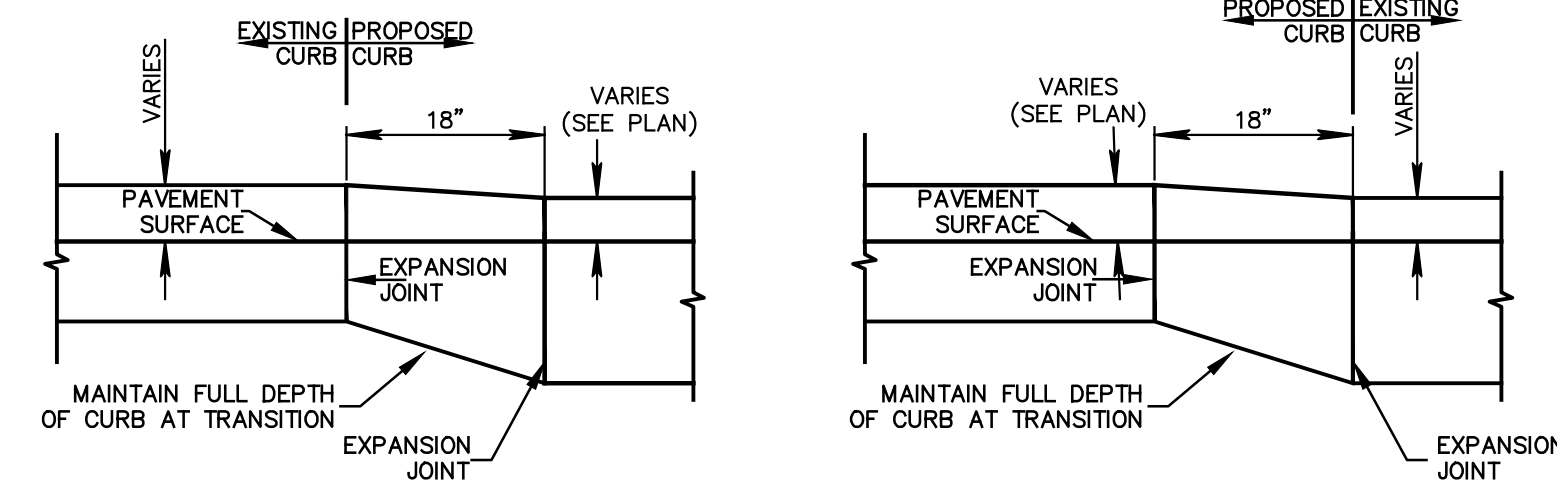
INLET PROTECTION



CROSSWALK DETAIL
NOT TO SCALE



DEPRESSED CURB
NOT TO SCALE



TRANSITION TO EXISTING CURB
NOT TO SCALE

<p align="center">CENTER STATE ENGINEERING</p> <p align="center">481 Spotswood Englishtown Road, Monroe Township, New Jersey 08831 Phone: 732.605.9440 www.CenterStateEngineering.com Fax: 732.605.9444</p>			
<p>PROJECT: SAYREVILLE HOUSING AUTHORITY GILLETTE MANOR SITE IMPROVEMENTS - PHASE 2</p>			
<p>DRAWN BY: JWE</p>	<p>LOCATION: BOROUGH OF SAYREVILLE, MIDDLESEX COUNTY, NJ</p>	<p>LOT AND BLOCK: LOT: 1 BLOCK: 399</p>	
<p>DESIGNED BY: JWE</p>	<p>TITLE: CONSTRUCTION DETAILS</p>	<p>SCALE: AS NOTED</p>	<p>ISSUE DATE: 07/27/2022</p>
<p>CHECKED BY: KMM</p>	<p>APPROVED BY: EWF</p>	<p>PROJECT NO.: 22-104</p>	<p>SHEET NO.: 3 OF 3</p>
<p align="center"><i>Ernest W. Feist, P.E.</i> ERNEST W. FEIST, P.E. NEW JERSEY PROFESSIONAL ENGINEER LICENSE NO. 24GE04057300 NEW JERSEY CERTIFICATE OF AUTHORIZATION NO. 24GA28247000</p>			